



ITL Limited
ABN 16 088 212 088

NOTICE OF ANNUAL GENERAL MEETING

Notice is given that the Annual General Meeting of ITL Limited will be held at MyHealthTest Pty Ltd, Level 3, 10 Moore Street, Canberra, ACT, 2001, on Thursday 30 November 2017 at 10.00am AEDT.

BUSINESS

1. EXECUTIVE CHAIRMAN'S ADDRESS AND PRESENTATION

2. FINANCIAL STATEMENTS AND REPORTS

To receive and consider the annual financial report of the Company and its controlled entities and the related reports of the Directors and auditor for the year ended 30 June 2017, and to provide Shareholders with the opportunity to raise any issues or ask any questions of the Directors.

3. ADOPTION OF REMUNERATION REPORT

To consider and, if thought fit, pass the following Resolution in accordance with subsections 250R(2) and 250R(3) of the Corporations Act 2001:

Resolution 1 *'That the remuneration report included in the 2017 Directors' Report be adopted.'*

Notes:

- (a) The vote on this Resolution is advisory only and does not bind the Directors or the Company.
- (b) The Directors will consider the outcome of the vote and comments made by Shareholders on the remuneration report at the Meeting when reviewing the Company's remuneration policies.
- (c) If 25% or more of votes cast are against the adoption of the remuneration report at two consecutive AGMs, Shareholders will be required to vote at the second of those AGMs on a resolution that another meeting be held within 90 days at which all of the Directors (other than the Managing Director) must stand for re-election.
- (d) The Chairman of the Meeting intends to vote all available proxies in favour of this Resolution. If you wish to vote "against" or "abstain" you should mark the relevant box in the attached proxy form.

4. RE-ELECTION OF DIRECTOR

To consider and, if thought fit, pass the following resolutions as an ordinary resolution:

Resolution 2 *"That Mr. Mark Peatey be re-elected as a Director of the company."*

Note: The Chairman of the Meeting intends to vote all available proxies in favour of this Resolution.

5. APPROVAL OF ON-MARKET SHARE BUY-BACK

To consider and, if thought fit, pass the following Resolution as an ordinary resolution:

Resolution 3 *“That the Company authorise and approve the buy-back of up to 20% of the issued Shares by buy-back agreements under on-market buy-backs, and the terms and entry into of the buy-back agreements to the extent that approval of such buy-back agreements is required under the Corporations Act 2001(Cth) as detailed in the Explanatory Memorandum that accompanies this Notice.”*

Note: The Chairman of the Meeting intends to vote all available proxies in favour of this Resolution.

6. APPROVAL OF ADDITIONAL 10% PLACEMENT CAPACITY

To consider and, if thought fit, pass the following Resolution as a special resolution:

Resolution 4 *“That, for the purposes of Listing Rule 7.1A and for all other purposes, approval is given for the issue of Equity Securities totalling up to 10% of the issued capital of ITL at the time of issue (in addition to the 15% capacity available under Listing Rule 7.1), calculated in accordance with the formula prescribed in Listing Rule 7.1A.2 and on the terms and conditions set out in the Explanatory Memorandum.”*

Note: The Chairman of the Meeting intends to vote all available proxies in favour of this Resolution.

7. APPROVAL OF EXECUTIVE SHARE PLAN

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

Resolution 5 *“That for all purposes but particularly for the purposes of Listing Rule 7.2 exception 9 and section 260C of the Corporations Act 2001, the ITL Executive Share Plan (Plan) is approved and the Directors are authorized for the next three years from the date of this meeting to issue fully paid shares in accordance with the Plan rules and subject to the terms and conditions set out in the Explanatory Memorandum accompanying this notice.”*

Without limitation, Listing Rule 7.1 and section 260C of the Corporations Act 2001 are relevant to this resolution.

Note: The Chairman of the Meeting intends to vote all available proxies in favour of this Resolution

8. ISSUE OF SECURITIES TO DIRECTORS UNDER THE ITL EXECUTIVE SHARE PLAN

To consider and, if thought fit, pass the following Resolutions as ordinary resolutions:

Resolution 6 *“That for all purposes including Listing Rule 10.14 the issue of securities to William Mobbs under the ITL Executive Share Plan, including performance rights and subsequent vesting of those rights, in lieu of part or all of his annual Directors’ remuneration on the terms and conditions set out in the Explanatory Memorandum accompanying this Notice be approved.”*

Resolution 7 *“That for all purposes including Listing Rule 10.14 the issue of securities to Andrew Turnbull under the ITL Executive Share Plan, including performance rights and subsequent vesting of those rights, in lieu of part or all of his annual Directors’ remuneration on the terms and conditions set out in the Explanatory Memorandum accompanying this Notice be approved.”*

Resolution 8 *“That for all purposes including Listing Rule 10.14 the issue of securities to Mark Peatey under the ITL Executive Share Plan, including performance rights and subsequent vesting of those rights, in lieu of part or all of his annual Directors’ remuneration on the terms and conditions set out in the Explanatory Memorandum accompanying this Notice be approved.”*

Without limitation, Listing Rule 10.14 is relevant to Resolutions 6, 7 and 8.

Note: The Chairman of the Meeting intends to vote all available proxies in favour of these Resolutions

9. INCREASE IN TOTAL FEE POOL OF NON-EXECUTIVE DIRECTORS

To consider and, if thought fit, to pass the following resolution as an ordinary resolution:

Resolution 9 *“That the total fee pool available for remuneration to Non-Executive Directors of ITL Limited as remuneration for their services be increased by \$100,000 to \$400,000 per year.”*

Note: The Chairman of the Meeting intends to vote all available proxies in favour of this Resolution

10. CHANGE OF COMPANY NAME

To consider and, if thought fit, to pass the following resolution as a special resolution:

Resolution 10 *“That the name of the company be changed from ITL Limited to ITL Health Group Limited and the Constitution of the Company be amended by deleting in clause 1.1 the words “The name of the company is “ITL Limited”” and substituting “The name of the company is “ITL Health Group Limited””*
”

Note: The Chairman of the Meeting intends to vote all available proxies in favour of this Resolution

11. OTHER BUSINESS

To deal with any other business that may be brought forward in accordance with the Company's Constitution and the Corporations Act.

12. CLOSE OF MEETING

Voting Exclusion Statement

The Company will disregard any votes cast on:

- Resolution 1 (Adoption of Remuneration Report):
 - by or on behalf of a member of the Key Management Personnel (whose remuneration is disclosed in the remuneration report), and any of their Closely Related Parties; and
 - as a proxy by a member of the Key Management Personnel, or any of their Closely Related Parties.
- Resolution 4 (Approval of 10% Additional Placement Capacity):
 - Any person who may participate in the issue of the Equity Securities under this Resolution and a person who might obtain benefit, except a benefit solely in the capacity as a Shareholder if the Resolution is passed; and
 - An associate of those persons
- Resolution 5 (Approval of Executive Share Plan)
 - by Directors who are eligible to participate in any employee incentive scheme of the Company, Eligible Employees under the Plan and their associates.
 - As a proxy for Directors who are eligible to participate in any employee incentive scheme of the Company, Eligible Employees under the Plan and their associates
- Resolutions 6, 7 and 8 (Issue of Shares to Directors under the ITL Executive Share Plan):
 - by the Directors and any of their Associates; and
 - as a proxy for Directors, or any of their Closely Related Parties.
- Resolution 9 (Increase in Total Fee Pool of Non-Executive Directors)
 - by the Directors and any of their Associates; and
 - as a proxy for Directors, or any of their Closely Related Parties

However, the Company need not disregard a vote if it is cast as a proxy for a person who is entitled to vote on the Resolutions:

- in accordance with their directions of how to vote on the proxy form; or
- by the Chairman of the Meeting under the authorisation on the proxy form.

The Chairman will vote all undirected proxies in favour of these resolutions. If you wish to vote “against” or “abstain” you should mark the relevant boxes in the attached proxy form.

OTHER INFORMATION

An Explanatory Memorandum accompanies and forms part of this Notice.

All Shareholders should read the Explanatory Memorandum carefully in its entirety. Shareholders who are in doubt regarding any part of the business of the Meeting should consult their financial or legal adviser for assistance.

NOTES

Voting entitlement

The Directors have decided that for the purpose of determining entitlements to attend and vote at the Meeting, Shares will be taken to be held by the persons who are the registered holders at 7:00pm (AEDT) on Tuesday, 28 November 2017. Accordingly, Share transfers registered after that time will be disregarded in determining entitlements to attend and vote at the Meeting

How to vote

Shareholders entitled to vote at the Meeting may vote:

- by attending the Meeting and voting in person;
- by voting online at www.votingonline.com.au/itlagm2017;

- by appointing an attorney to attend the Meeting and vote on their behalf or, in the case of corporate shareholders or proxies, a corporate representative to attend the Meeting and vote on its behalf; or
- by appointing a proxy to attend and vote on their behalf, using the proxy form accompanying this Notice. A proxy may be an individual or a body corporate.

Voting in person (or by attorney)

Shareholders or their proxies, attorneys or representatives (including representatives of corporate proxies) wishing to vote in person should attend the Meeting and bring a form of personal identification (such as their driver's licence).

To vote by attorney at this Meeting, the original or a certified copy of the power of attorney or other authority (if any) under which the instrument is signed must be received by ITL before 10:00am (AEDT) on Tuesday, 28 November 2017 in any of the following ways:

- by hand delivery to:

Boardroom Pty Limited
Level 12
Grosvenor Place
225 George Street
Sydney NSW 2000

- or by post to:

Boardroom Pty Limited
GPO Box 3993
Sydney NSW 2001

To vote in person, you or your proxy, attorney, representative or corporate proxy representative must attend the Meeting to be held at MyHealthTest Pty Ltd, Level 3, 10 Moore Street, Canberra, ACT, 2001, on Thursday 30 November 2017 at 10.00am AEDT

A vote cast in accordance with the appointment of a proxy or power of attorney is valid even if before the vote was cast the appointor:

- died;
- became mentally incapacitated;
- revoked the proxy or power; or
- transferred the Shares in respect of which the vote was cast,

unless ITL received written notification of the death, mental incapacity, revocation or transfer before the Meeting or adjourned meeting.

Voting by proxy

Shareholders wishing to vote by proxy at this Meeting must:

- complete and sign or validly authenticate the proxy form, which is enclosed with this Booklet; and
- deliver the signed and completed proxy form to ITL by 10:00am (AEDT) on Tuesday, 28 November 2017 in accordance with the instructions below.
- A person appointed as a proxy may be an individual or a body corporate.

Submitting proxy votes

Shareholders wishing to submit proxy votes for the Meeting must return the enclosed proxy form to the Registry in any of the following ways:

- by hand delivery to:

Boardroom Pty Limited
Level 12
Grosvenor Place
225 George Street
Sydney NSW 2000

- by post to:

Boardroom Pty Limited
GPO Box 3993
Sydney NSW 2001

- or by facsimile to:

+61 2 9290 9655

Online voting

Shareholders may place their proxy vote via an online service. To vote online Shareholders should go to and follow the instructions at:

www.votingonline.com.au/itlagm2017

Notes for proxies

1. A Shareholder entitled to attend and vote at the Meeting is entitled to appoint not more than two proxies to attend and vote at the Meeting on that Shareholder's behalf.
2. A proxy need not be a Shareholder.
3. A proxy may be an individual or a body corporate. A proxy that is a body corporate may appoint a representative to exercise the powers that the body corporate may exercise as the Shareholder's proxy.
4. If a Shareholder appoints two proxies and the appointment does not specify the proportion or number of the Shareholder's votes each proxy may exercise, each proxy may exercise half the votes.
5. A proxy may vote or abstain as he or she chooses except where the appointment of the proxy directs the way the proxy is to vote on a particular Resolution. If an appointment directs the way the proxy is to vote on a particular Resolution:
 - if the proxy is the Chairman of the Meeting - the proxy must vote on a poll and must vote in the way directed; and
 - if the proxy is not the Chairman of the Meeting - the proxy need not vote on a poll, but if the proxy does so, the proxy must vote in the way directed.
6. If a proxy appointment is signed or validly authenticated by the Shareholder but does not name the proxy or proxies in whose favour it is given, the Chairman of the Meeting may either act as proxy or complete the proxy appointment by inserting the name or names of one or more Directors or ITL Secretary.
7. If:
 - a Shareholder nominates the Chairman of the Meeting as the Shareholder's proxy; or
 - the Chairman of the Meeting is to act as proxy if a proxy appointment is signed by a Shareholder but does not name the proxies in whose favour it is given or otherwise under a default appointment according to the terms of the proxy form,then the person acting as Chairman of the Meeting in respect of an item of business at the Meeting must act as proxy under the appointment in respect of that item of business.

8. To the extent permitted by law, proxy appointments in favour of the Chairman of the Meeting, ITL Secretary or any Director which do not contain a direction will be voted in support of all Resolutions.

Corporate representatives

1. To vote in person at the Meeting, a Shareholder or proxy which is a body corporate may appoint an individual to act as its representative.
2. To vote by corporate representative at the Meeting, a corporate Shareholder or proxy should obtain an Appointment of Corporate Representative Form from the Registry, complete and sign the form in accordance with the instructions on it. The appointment should be lodged at the registration desk on the day of the Meeting.
3. The appointment of a representative may set out restrictions on the representative's powers.
4. The original form of appointment of a representative, a certified copy of the appointment, or a certificate of the body corporate evidencing the appointment of a representative is prima facie evidence of a representative having been appointed.
5. The Chairman of the Meeting may permit a person claiming to be a representative to exercise the body's powers even if he or she has not produced a certificate or other satisfactory evidence of his or her appointment.

Jointly held shares

If Shares are jointly held, only one of the Shareholders can vote. If more than one joint Shareholder votes, only the vote of the Shareholder whose name appears first on the register of Shareholders will be counted.

By order of the Board



Trevor Doolan
Company Secretary
20 October 2017

EXPLANATORY MEMORANDUM

AGENDA ITEM 2 – FINANCIAL STATEMENTS AND REPORTS

As required by section 317 of the Corporations Act, ITL will lay its annual financial report, Directors' report, and auditor's report for the year ended 30 June 2017 before its Shareholders at the Meeting. There is no requirement for Shareholders to approve these reports. However, the Chairman of the Meeting will allow a reasonable opportunity for Shareholders to ask questions about, or make comments on, any aspect of the report they wish to discuss.

Shareholders will be given a reasonable opportunity to ask representatives from the auditor any questions about the conduct of the audit and the content of the auditor's report.

AGENDA ITEM 3 – ADOPTION OF REMUNERATION REPORT

Resolution 1 – Remuneration Report

Resolution 1 provides Shareholders the opportunity to vote on the Company's remuneration report, which is contained in the Directors' report within the Company's 2017 annual report.

The Resolution is advisory only and does not bind the Company or the Directors.

The Chairman of the Meeting will allow a reasonable opportunity for Shareholders to ask questions about, or make comments on, the remuneration report. The Directors will consider the outcome of the vote and comments made by Shareholders on the remuneration report at the Meeting when reviewing the Company's remuneration policies.

If 25% or more of votes that are cast are voted against the remuneration report at two consecutive AGMs, Shareholders will be required to vote at the second of those AGMs on a resolution (a "spill resolution") that another meeting be held within 90 days at which all of the Company's Directors (other than the Managing Director and CEO) must stand for re-election. The Remuneration Report for the 2016 financial year was approved at the 2016 annual general meeting by more than 75% of votes cast on the corresponding resolution to Resolution 1.

Voting exclusions

The Company will disregard any votes cast on Resolution 1:

- by or on behalf of a member of the Key Management Personnel (whose remuneration is disclosed in the remuneration report, including Directors) and any of their Closely Related Parties;
- as a proxy by a member of the Key Management Personnel or any of their Closely Related Parties; and
- unless the vote is cast as a proxy for a person who is entitled to vote on Resolution 1;
 - in accordance with their directions of how to vote on the proxy form; or
 - by the Chairman of the Meeting under an express authorisation on the proxy form.

The Company encourages all Shareholders to cast their votes on this Resolution. The Chairman will vote all available proxies in favour of this Resolution. If you wish to vote "against" or "abstain" you should mark the relevant box in the attached proxy form.

AGENDA ITEM 4 – RE-ELECTION OF DIRECTOR

Resolution 2 – Re-election of Director

In accordance with Listing Rule 14.5 an entity that has directors must hold an election of directors each year. Mr Mark Peatey retires at this Meeting and, being eligible, offers himself for re-election. Please refer to Directors' Report in Annual Report for a profile of Mr Peatey.

The Directors (other than Mr Mark Peatey who, given his interest in the outcome of this Resolution, declines to make a recommendation) unanimously recommend that Shareholders vote in favour of this Resolution.

AGENDA ITEM 5 - APPROVAL OF ON-MARKET SHARE BUY-BACK

Resolution 3 – Approval of On-Market Buyback

5.1 Overview

One of ITL's goals is to manage its capital so as to achieve the most efficient capital structure and optimise returns to Shareholders.

Since 2011, ITL has been undertaking a number of buy-backs with Shareholder approval. Most recently, ITL announced on 16 November 2016 that it was undertaking a buy-back scheme of up to 15% of Shares on-market over a 12 month period to 26 October 2017. This buy-back required Shareholder approval which was granted at the annual general meeting of Shareholders held on 27 October 2016. As at the date of this Notice of Meeting, nil shares have been bought back under the program.

The current buy-back approved at the annual general meeting held on 27 October 2016 terminates on 26 October 2017.

Accordingly ITL is seeking to obtain approval so that it has the flexibility to undertake further buy-backs in the 12 month period following Shareholder approval should market conditions support this. ITL believes that such flexibility will support its goals of achieving the most efficient capital structure possible, and optimising returns to Shareholders.

Having regard to the available funding, projected cash flows and capital requirements over the next 12 months, the Board has determined that ITL may have capacity to return further capital to Shareholders. ITL has decided to return this capital by buying back Shares.

ITL is seeking Shareholder approval to buy-back Shares on-market. If Shareholders approve the buy-back, ITL will conclude the current buy-back program and will be permitted to buy back a maximum of 20% of the number of Shares it has on issue at the date of this Meeting, on-market over the next 12 months.

This part of the Explanatory Memorandum sets out information that is material to the Shareholders' decision on how to vote on the buy-back Resolution, including the reasons for the buy-back, the applicable terms, the financial implications and the possible advantages and disadvantages of the on-market buy-back program.

5.2 Purpose of the Resolution

The purpose of the buy-back Resolution is to seek Shareholder approval for the proposed buy-back program. Under the Corporations Act, ITL must obtain Shareholder approval to buy-back more than 10% of the smallest number of voting Shares that ITL had on issue during the 12 months preceding the buy-back.

The buy-back Resolution will be approved if more than 50% of votes cast on the Resolution are in favour of the Resolution.

5.3 Reasons for the buy-back

The Board considers that, having regard to available funding, projected cash flows and capital requirements over the 12 months after this Meeting, ITL may have capacity to return further capital to Shareholders.

The Board considers that an on-market buy-back is an effective means of returning any surplus capital to Shareholders and will enable ITL to maintain an efficient capital structure. Implications of the buy-back program for ITL's financial position are set out in Section 5.6.

5.4 Director recommendation

The Directors unanimously recommend that Shareholders vote in favour of this Resolution.

However in deciding how to vote, Shareholders should be aware that, among other things, some of the disadvantages of the buy-back include:

- ITL's net assets will be reduced by the amount expended on the buy-backs;
- the buy-backs may provide some liquidity in ITL's Shares in the short term however will likely result in reducing the liquidity in ITL's Shares in the long term due to a smaller number of Shares on issue for trading; and
- the buy-back will have an impact on control of ITL as set out in Section 5.7.

5.5 Outline of on-market buy-backs

An on-market buy-back involves ITL buying Shares in the ordinary course of trading at the prevailing market price on the ASX, in the same way as any other market transaction.

The implementation of an on-market buy-back is regulated by both ASIC and the ASX. In particular, the Listing Rules prescribe that the buy-back price must not be more than 5% above the average of the closing market prices for Shares in ITL over the previous 5 days trading in which sales were recorded before the buy-back.

The closing price of ITL's Shares on the ASX on 11 October 2017 was \$0.43.

ITL must announce on the ASX the period during which Shares may be bought back (if ITL has determined this), the maximum number of Shares intended to be bought back and any other information that affect a Shareholder's decision to sell Shares. ITL also has to give daily notices containing details of the Shares bought back.

All holders of Shares are eligible to participate by selling their Shares to ITL on the ASX. Participation in any buy-back is voluntary. Shareholders do not have to sell their Shares if they do not want to. Shareholders will not, however, have the right to withdraw sales once made.

The maximum number of Shares that ITL will buy-back on-market will be an amount equal to 20% of the issued Shares in ITL as at the date of the Meeting. At the date of this Notice of Meeting, there are 97,784,883 Shares on issue. Assuming there are no further issues or buy-backs of Shares between the date of this Notice of Meeting and the date of the Meeting the maximum number of Shares that ITL will be able to buy-back would be 19,556,977 Shares.

Since an on-market buy-back involves Shares being acquired at the market price of Shares at that time, it is not possible to anticipate the total actual amount that ITL will expend on paying for the Shares. However, the following table sets out the amount that ITL would expend on paying for the Shares (excluding brokerage fees) assuming ITL buys-back all 20% permitted under the Shareholder approval currently being sought at the prices specified in the table.

	\$0.40	\$0.43 (closing price of the Shares on 11 October 2017)	\$0.46
Cost excluding brokerage fees	\$7,822,790.80	\$8,409,500.11	\$8,996,209.42

The general advantages of an on-market buy-back include the following:

- purchases on-market can be tailored to changing market conditions;
- ITL has complete flexibility to adjust the volume of Shares bought and can stop buying at any time;
- implementation of an on-market buy-back is simple and cost effective; and
- the promotion of a more efficient capital structure.

5.6 Financial Implications of the buy-back program

The buy-back will be funded from ITL's available cash reserves (including those generated by ITL following Shareholder approval) and debt facilities. At 11 October 2017, ITL and its wholly owned subsidiaries had available funding of \$9m appx., comprising mainly of cash at bank.

The Directors have determined that the buy-back will not materially prejudice ITL's ability to pay its creditors.

5.7 Effect on Control of ITL

William Mobbs, the Executive Chairman of ITL, through the Mobbs Group, has a relevant interest in 35,910,033 Shares, representing 36.72% of Shares.

Assuming:

- no more shares are bought back in the existing buy-back scheme;
- no more Shares are issued by ITL;

- the Mobbs Group do not sell or acquire any other Shares; and
- ITL buys-back all 20% of the Shares permitted under the Shareholder approval being sought, the relevant interest of William Mobbs will increase to 45.90% of Shares, as a result of this buy-back.

At the date of this Notice of Meeting, there were no other substantial Shareholders in ITL.

5.8 Other material information

5.8.1 Taxation implications

Approval of the Resolution will not result in any tax implications for Shareholders if they do not sell their Shares.

However if a Shareholder chooses to participate in the buy-back by selling their Shares then that Shareholder should obtain specific tax advice on the treatment of the sale of their Shares taking into account their particular circumstances.

5.8.2 Interest of other Directors

The following table shows the interests in ITL of the Directors other than William Mobbs (whose interests are set out in Section 5.7) at the date of this Notice of Meeting and on the assumptions that ITL does not issue Shares (including Shares issued on Completion of the Share Purchase), no more Shares are bought back under the existing buy-back scheme, ITL buys-back all 20% permitted under the Shareholder approval currently being sought, and Directors do not sell any of their Shares under the buy-back or otherwise acquire or dispose of any of their Shares.

Name	Number of Shares held	Current voting interest	Voting interest after buy-back
Mr Andrew Turnbull	3,113,786	3.18%	3.98%
Mr Mark Peatey	1,402,233	1.43%	1.79%

AGENDA ITEM 6 - APPROVAL OF ADDITIONAL 10% PLACEMENT CAPACITY

Resolution 4 – Additional 10% Placement Capacity

6.1 Overview

Listing Rule 7.1A provides that an Eligible Entity may seek Shareholder approval at its annual general meeting to allow it to issue Equity Securities up to 10% of its issued capital over a period of 12 months after the annual general meeting (**Additional 10% Placement Capacity**). This is in addition to the existing 15% placement capacity permitted by Listing Rule 7.1.

If Shareholders approve this Resolution, the number of Equity Securities the Eligible Entity may issue under the Additional 10% Placement Capacity will be determined in accordance with the formula prescribed in Listing Rule 7.1A.2 (as set out below).

This Resolution is a special resolution. Accordingly, at least 75% of votes cast by Shareholders present and eligible to vote at the Meeting must be in favour of this Resolution for it to be passed.

An Eligible Entity is one that, as at the date of the relevant annual general meeting:

- is not included in the S&P/ASX 300 Index; and
- has a maximum market capitalisation (excluding restricted securities and securities quoted on a deferred settlement basis) of \$300 million.

ITL is an Eligible Entity as it is not included in the S&P/ASX 300 Index and has a current market capitalisation of less than \$300 million.

Any Equity Securities issued must be in the same class as an existing class of quoted Equity Securities. ITL currently has one class of quoted Equity Securities on issue, being the Shares (ASX Code: ITD).

The exact number of Equity Securities that ITL may issue under an approval under Listing Rule 7.1A will be calculated according to the following formula:

$$(A \times D) - E$$

Where:

- A** is the number of Shares on issue 12 months before the date of issue or agreement to issue:
- 6.1.1.1 plus the number of Shares issued in the 12 months under an exception in Listing Rule 7.2;
 - 6.1.1.2 plus the number of partly paid Shares that became fully paid in the 12 months;
 - 6.1.1.3 plus the number of Shares issued in the previous 12 months with approval of holders of Shares under Listing Rules 7.1 and 7.4; and
 - 6.1.1.4 less the number of Shares cancelled in the 12 months.
- D** is 10%.
- E** is the number of Equity Securities issued or agreed to be issued under Listing Rule 7.1A.2 in the 12 months before the date of issue or agreement to issue that are not issued with the approval of the Shareholders under Listing Rule 7.1 or 7.4.

6.2 Technical information required by Listing Rule 7.1A

Pursuant to and in accordance with Listing Rule 7.3A, the information below is provided in relation to this Resolution.

6.2.1 Minimum price

The minimum price at which the Equity Securities may be issued is 75% of the volume weighted average price of Equity Securities in that class, calculated over the 15 ASX trading days on which trades in that class were recorded immediately before:

- the date on which the price at which the Equity Securities are to be issued is agreed; or
- if the Equity Securities are not issued within 5 ASX trading days of the date in the paragraph above, the date on which the Equity Securities are issued.

6.2.2 Risk of voting dilution

Shareholders should note that there is a risk that:

- the market price for Equity Securities may be significantly lower on the issue date than on the date of the Meeting; and
- the Equity Securities may be issued at a price that is at a discount to the market price for those Equity Securities on the date of issue.

Any issue of Equity Securities under the Additional 10% Placement Capacity will dilute the voting interests of Shareholders who do not receive any Shares under the issue.

If this Resolution is approved by Shareholders and ITL issues the maximum number of Equity Securities available under the Additional 10% Placement Capacity, the economic and voting dilution of existing Shares would be as shown in the table below.

The table below shows the potential dilution of existing Shareholders calculated in accordance with the formula outlined in Listing Rule 7.1A.2, on the basis of the current market price of Shares and the current number of Equity Securities on issue as at the date of this Notice of Meeting.

The table also shows the voting dilution impact where the number of Shares on issue (Variable A in the formula) changes and the economic dilution where there are changes in the issue price of Shares issued under the Additional 10% Placement Capacity.

Shares on Issue		50% decrease in Issue Price	Issue Price (current)	100% increase in Issue Price
97,784,883	Shares issued – 10% voting dilution	9,778,488	9,778,488	9,778,488
Current shares on issue	Funds Raised	\$2,102,374.92	\$4,204,749.84	\$8,409,499.68
146,677,324	Shares issued – 10% voting dilution	14,667,732	14,667,732	14,667,732
(50% increase in current base shares)	Funds Raised	\$3,153,562.38	\$6,307,124.76	\$12,614,249.52
195,569,766	Shares issued – 10% voting dilution	19,556,976	19,556,976	19,556,976
(100% increase in current base shares)	Funds Raised	\$4,204,749.84	\$8,409,499.68	\$16,818,999.36

*The number of Shares on issue (Variable A in the formula) could increase as a result of the issue of Shares that do not require Shareholder approval (such as under a pro-rata rights issue or scrip issued under a takeover offer) or that are issued with Shareholder approval under Listing Rule 7.1.

The table above assumes the following:

- There are currently 97,784,883 existing Shares as at the date of this Notice of Meeting.
- The issue price set out above is the closing price of the Shares on ASX of \$0.43 on 11 October 2017.
- ITL issues the maximum possible number of Equity Securities under the Additional 10% Placement Capacity.
- ITL has not issued any other Equity Securities in the 12 months prior to the Meeting that were not issued under an exception in Listing Rule 7.2 or with approval under Listing Rule 7.1.
- The calculations above do not show the dilution that any one particular Shareholder will be subject to. All Shareholders should consider the dilution caused to their own shareholding depending on their specific circumstances.
- This table does not set out any dilution pursuant to approvals under Listing Rule 7.1.
- The 10% voting dilution reflects the aggregate percentage dilution against the issued share capital at the time of issue. This is why the voting dilution is shown in each example as 10%.
- The table does not show an example of dilution that may be caused to a particular Shareholder by reason of placements under the Additional 10% Placement Capacity, based on that Shareholder's holding at the date of the Meeting.

6.2.3 Date of issue

Equity Securities may be issued under the Additional 10% Placement Capacity commencing on the date of the Meeting and expiring on the first to occur of the following:

- 12 months after the date of the Meeting; and
- the date of approval by Shareholders of any transaction under Listing Rules 11.1.2 (a significant change to the nature or scale of ITL's activities) or 11.2 (disposal of ITL's main undertaking) (after which date, an approval under Listing Rule 7.1A ceases to be valid).

6.2.4 Purpose of issue under Additional 10% Placement Capacity

ITL may issue Equity Securities under the Additional 10% Placement Capacity for the following purposes:

- as cash consideration, in which case ITL intends to use funds raised for expanding ITL's existing business (including expenses associated with MHT), pursuing other acquisitions that have a strategic fit or will otherwise add value to Shareholders (including expenses associated with such acquisitions), general working capital and repaying debt incurred by ITL; or
- as non-cash consideration for acquisition of new assets and investments, in such circumstances ITL will provide a valuation of the non-cash consideration as required by Listing Rule 7.1A.3.

ITL will comply with the disclosure obligations under Listing Rules 7.1A.4 and 3.10.5A upon issue of any Equity Securities.

6.2.5 Allocation policy under the Additional 10% Placement Capacity

ITL's allocation policy for the issue of Equity Securities under the Additional 10% Placement Capacity will be dependent on the prevailing market conditions at the time of the proposed placement(s).

The recipients of the Equity Securities to be issued under the Additional 10% Placement Capacity have not yet been determined. However, the recipients of Equity Securities could consist of current Shareholders or new investors (or both), none of whom will be related parties of ITL.

ITL will determine the recipients at the time of the issue under the Additional 10% Placement Capacity, having regard to the following factors:

- the purpose of the issue;
- alternative methods for raising funds available to ITL at that time, including, but not limited to, an entitlement issue or other offer where existing Shareholders may participate;
- the effect of the issue of the Equity Securities on the control of ITL;
- the circumstances of ITL, including, but not limited to, ITL's financial position and solvency of ITL;
- prevailing market conditions; and
- advice from corporate, financial and broking advisers (if applicable).

6.2.6 Previous approval under ASX Listing Rule 7.1A

ITL previously obtained shareholder approval under Listing Rule 7.1A at the annual general meeting of shareholders on 27 October 2016 for the 12 months to 26 October 2017. No placement under this approval has occurred.

6.2.7 Compliance with ASX Listing Rules 7.1A.4 and 3.10.5A

When ITL issues Equity Securities pursuant to the Additional 10% Placement Capacity, it will give to ASX:

- a list of the recipients of the Equity Securities and the number of Equity Securities issued to each (not for release to the market), in accordance with Listing Rule 7.1A.4; and
- the information required by Listing Rule 3.10.5A for release to the market.

6.3 Voting exclusion statement

A voting exclusion statement is included in this Notice of Meeting. As at the date of this Notice of Meeting, ITL has not invited any existing Shareholder to participate in an issue of Equity Securities under Listing Rule 7.1A. Therefore, no existing Shareholders will be excluded from voting on this Resolution.

6.4 Director recommendation

The Directors unanimously recommend that Shareholders vote in favour of this Resolution.

AGENDA ITEM 7– APPROVAL OF EXECUTIVE SHARE PLAN

Resolution 5 – Executive Share Plan

The ITL Limited Executive Share Plan (Plan) was approved at the 2011 Annual General Meeting of Shareholders for 3 years and updated and reapproved at the October 2014 Annual General Meeting of Shareholders for a further 3 year period. The Plan allows the Company to issue to or acquire fully paid ordinary securities in the capital of the Company (Shares) for employees or officers (including Directors) of the Company determined by the Board to be eligible employees for the purposes of the Plan (Eligible Employees). The company is seeking to approve the Plan for a further 3 years from the date of this meeting.

The purpose of the Plan is to provide Eligible Employees with an opportunity to share in the growth in the value of the Shares and to encourage them to contribute to the performance of the Group and the returns to Shareholders of the Company.

The Shares will be issued or acquired in accordance with the rules of the Plan.

A summary of the Plan rules is set out at Annexure A to this Explanatory Memorandum.

Regulatory requirements

Listing Rule 7.2 exception 9

Under Listing Rule 7.1, the Company is restrained from issuing or agreeing to issue equity securities without Shareholder approval if the number of equity securities would, together with all issues undertaken in the last 12 months without Shareholder approval or pursuant to an exception to Listing Rule 7.1, exceed 15% of the number of equity securities then on issue.

Under Listing Rule 7.2 exception 9, a company's shareholders may approve the issue of any securities under an employee incentive scheme (such as the Plan), with that approval remaining current for three years from the date of this Meeting. A summary of the terms of the Plan as Annexure A to this Explanatory Memorandum is included for this purpose.

Section 260C of the Corporations Act 2001

The operation of the Plan may involve financial assistance in connection with the allocation of the Shares in the Company to be held by an Eligible Employee. Section 260A of the Corporations Act 2001 sets out certain requirements with which a company must comply in order to be able to financially assist a person to acquire shares in the company. Section 260C(4) provides that the provision of financial assistance under an employee shares scheme that is approved by a resolution passed at a general meeting of the company will be exempted from the requirements of section 260A. Accordingly, Shareholder approval is also sought pursuant to section 260C.

Details of any securities issued under the Plan will be published in each annual report of the Company relating to a period in which securities have been issued. Any Director or associate of the Director who becomes entitled to participate in the Plan after the resolution was approved will not participate until approval is obtained under Listing Rule 10.14.

The purpose of Resolution 5 is to seek the approval of Shareholders under Listing Rule 7.1 and Section 260C of the Corporations Act for the Plan for a further 3 years from the date of the approval.

AGENDA ITEM 8–ISSUE OF SHARES TO DIRECTORS UNDER THE ITL EXECUTIVE SHARE PLAN

Resolutions 6, 7 & 8 – Issue of Securities to Directors

Background

The ITL Executive Share Plan (**Plan**) was approved by ordinary resolution at the 2011 AGM and reapproved at the Annual General Meeting 31 October 2014 by ordinary resolution and is subject to current re-approval in Resolution 5

Under Listing Rule 10.14 the Company may not issue securities to a Director under an employee incentive scheme without Shareholder approval. The Company seeks new Shareholder approval for Directors Mr. William Mobbs, Mr. Andrew Turnbull and Mr. Mark Peatey to receive part or all of their annual Directors' remuneration as Shares under

the Plan in order to align these Director approvals with the approval for the ITL Executive Share Plan which is the subject of Resolution 5. Shareholder approval is required under Listing Rule 10.14 because Messrs Mobbs, Turnbull and Peatey are Directors of the Company.

Details of any Shares issued under the Plan will be published in each annual report of the Company relating to a period in which Shares have been issued. Each annual report will also contain a statement to the effect that approval for the issue of Shares under the Plan was obtained under Listing Rule 10.14.

Any additional Director or their Associate who becomes entitled to participate in the Plan after Resolutions 6, 7 and 8 are approved and who were not named in this Notice will not participate until approval is obtained under Listing Rule 10.14.

Since the Plan was last approved at the 2014 AGM, the Company has issued 1,546,168 Shares under the Plan to Directors, as follows;

- 791,131 to William Mobbs;
- 122,034 to Andrew Turnbull;
- 633,003 to Mark Peatey

Terms of issue

Resolutions 6, 7 and 8 seek approval for the issue of Shares and Performance Rights during the 3 years after the Meeting under the Plan in lieu of cash remuneration payable to these Directors during that period. Directors may receive all of the remuneration to which they are entitled during that 3 year period in the form of Shares.

The total number of Shares to be issued to the Directors on any issue date (and accordingly in total over the 3 year period) will be a function of the extent to which the Directors elect to apply their entitlements to Directors' remuneration to receive Shares, and the issue price for Shares. As a result, the maximum number of Shares to be issued to directors cannot yet be calculated. The number of Shares to be issued on any issue date will be calculated in accordance with the following formula:

$$\frac{\text{Directors' remuneration applied}}{\text{Issue Price}^*} = \text{Number of Shares}$$

*where the Issue Price (as defined in the Plan (as Share Allocation Price) is, unless determined by the Board otherwise, the lesser of:

- a) the weighted average price of Shares on ASX during the period of 12 months up to and including the Allocation Date; and
- b) Current Market Price.

By way of example, if Mr Turnbull was entitled to receive a remuneration payment for acting as a Director of \$84,000 and the applicable Issue Price was \$0.43, Mr Turnbull would be entitled to receive:

$$\$84,000 / \$0.43 = 195,348 \text{ Shares, if he sacrificed 100\% of this remuneration.}$$

As the Shares are to be issued in satisfaction of Director's remuneration, no loan is associated with the issue of Shares.

Shares issued under the Plan will rank *pari passu* with existing Shares from the date of issue.

Maximum number of Shares

Listing Rule 10.15A.2 requires the Company to fix a maximum number of Shares to be issued to a Director authorised by Resolutions 6, 7 and 8.

The maximum number of Shares that may be issued under the Plan relevant to each 12 month period is equal to 5% of the issued capital of the Company at the commencement of the period. The number of Shares to be issued to a Director depends, among other things, on the extent to which other Directors elect to receive remuneration in the form of Shares. Accordingly, assuming that only one of Messrs Mobbs, Turnbull and Peatey elects to receive Shares, the maximum number of Shares that may be issued to any of Messrs Mobbs, Turnbull and Peatey in any 12 month period is 4,889,244 being a total of 14,667,732 Shares across the 3 year period. This also represents the maximum aggregate permitted to be issued to all Directors under the Plan.

The date of issue of Shares

The date by which Shares will be issued under the Plan will be the date determined by the Board. It is anticipated that Shares will be issued progressively during the 3 year period.

The Board may, in its discretion, acquire Shares on-market for the benefit of a Director rather than issuing new Shares. The Board will have regard to the prevailing market price and constraints imposed by the Company's securities dealing policy when determining whether to acquire Shares on-market and when Shares are to be acquired for a Director.

Performance vesting conditions

Shares acquired under the Plan will not be subject to any performance vesting conditions except for those being issued as a results of vesting of performance rights.

AGENDA ITEM 9– INCREASE IN TOTAL FEE POOL OF NON-EXECUTIVE DIRECTORS

Resolution 9 – Increase Directors Fee Pool

The Constitution provides that each non-executive Director is entitled to such remuneration from ITL Limited for his or her service as a Director as the Board decides but the total amount provided to all non-executive Directors for their services as Directors must not exceed in aggregate in any financial year the amount fixed by the Company in general meeting. The aggregate amount approved by Shareholders excludes remuneration paid to executive Directors.

At present, the maximum aggregate amount of fees (total fee pool) that may be paid to the non-executive Directors of ITL Limited is A\$300,000. Resolution 9 seeks Shareholder approval to increase this amount by A\$100,000 to A\$400,000 per year for the following reasons:

- the Board wishes to provide headroom and flexibility to allow for temporary fluctuations in the size of the Board, if and when appropriate, and to manage Committee appointments, as part of its management of Board succession planning; and
- the Board wishes to allow for some future increases in fees to maintain market competitiveness, and in line with market data, to reflect increasing demands on non-executive Directors, with a view to attracting and retaining high quality non-executive Directors with an appropriate range of skills, expertise and diversity.

The proposed increased pool reflects a maximum limit. The Board does not intend to increase fees to that limit.

AGENDA ITEM 10– CHANGE OF COMPANY NAME

Resolution 10 – Change of Company Name

It is proposed that shareholders approve the Company's name being changed from ITL Limited to ITL Health Group Limited. The Board has approved this change of name subject to the approval of shareholders.

The Board considers that the change of name is appropriate to more accurately reflect the group's activities and is in line with marketing and branding activities the group has undertaken over the last 12 months

If this special resolution is approved by shareholders, the proposed name change of the Company will be lodged with the Australian Securities and Investments Commission (ASIC) for immediate change. The proposed name has been reserved by the group.

The Board recommends that shareholders vote in favour of this special resolution.

Glossary

In this Explanatory Memorandum, and the Notice of Meeting:

AGM means annual general meeting.

Associate has the meaning given in sections 12 and 16 of the Corporations Act.

Board means the board of Directors of the Company.

Chairman means the chairman of the Meeting.

Closely Related Parties means closely related party of a Key Management Personnel and includes (among others), a spouse, child or dependent of the Key Management Personnel and a company controlled by the Key Management Personnel.

Company means ITL Limited.

Constitution means the constitution of the Company.

Corporations Act means the Corporations Act 2001 (Cth).

Director means a director of the Company.

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

Key Management Personnel means those persons having authority and responsibility for planning, directing and controlling the activities of the Group, whether directly or indirectly. The Company's Remuneration Report identifies the Company's key management personnel.

Listing Rules means the listing rules of ASX Limited.

Meeting means the annual general meeting of the Company the subject of this Notice of Meeting scheduled to occur on 30 November 2017.

Notice means the notice of meeting in respect of the Meeting.

Resolution means a resolution to be considered by Shareholders at the Meeting set out in the Notice.

Section means a section of the Corporations Act 2001.

Shareholder means a holder of a Share.

Share means an ordinary share in the capital of the Company.

VWAP means Volume weighted average price



Innovating Technologies for Life

Rules of the ITL Limited Executive Share Plan

Established 27 September 2011
Updated 31 October 2014
Updated 30 November 2017

Contents

1	Definitions and interpretation	3
2	The Plan	6
3	Eligibility	6
4	Participation	7
5	Acquisition, Forfeiture and Delivery	8
6	Rights	9
7	Restrictions on transfer	10
8	Reconstruction	10
9	Amendment	11
10	Powers of the board	11
11	Powers of the administrator	12
12	Data protection	12
13	Employment rights	13
14	Contributions	13
15	Connection with other plans	13
16	Notices	13
17	General	14
18	Plan costs	14
19	Overseas eligible employees	14
20	Governing law	14

Rules

1 Definitions and interpretation

1.1 Definitions

In this document, unless the context requires otherwise:

- (1) **Administrator** means the person (if any) selected by the Board to carry out the day-to-day administration of the Plan as contemplated by rule 11.1.
- (2) **Applicable Laws** means any one or more or all, as the context requires, of:
 - (a) the Corporations Act;
 - (b) the rules of any recognised exchange on which Shares are listed and/or quoted;
 - (c) the Constitution and the constitution of the Company; and
 - (d) any practice note, policy statement, class order, declaration, guideline, policy or procedure pursuant to the provisions of which the Australian Securities & Investments Commission (or its equivalent in any applicable jurisdiction) is authorised or entitled to regulate, implement or enforce, either directly or indirectly, the provisions of any of the foregoing statutes, regulations, rules, deeds or agreements or any conduct or proposed conduct or any person pursuant to any of the statutes, regulations, rules, deeds or agreements referred to above.
- (3) **ASX** means the ASX market operated by The Australian Stock Exchange.
- (4) **ASX Rules** means the ASX rules published by The Australian Stock Exchange from time to time.
- (5) **Allocation Date** means each date determined by the Board as a date of allocation of Shares for the purposes of this Plan, being the date on which the Shares will be allotted and issued or acquired.
- (6) **Application** means an application for the Shares in the form included with the letter inviting an Eligible Employee to participate in the Plan, as contemplated in clause 4.2.
- (7) **Board** means:
 - (a) the board of directors of the Company; or
 - (b) a committee appointed by the board of directors of the Company.
- (8) **Bonus Issue** means a pro rata issue of Securities to holders of Shares for which no consideration is payable by them.
- (9) **Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Canberra, Australia.
- (10) **Change of Control Event** means any of the following:
 - (a) the acquisition by any person, either alone or together with an associate (as defined in the Corporations Act), of a relevant interest (as defined in the Corporations Act) in more than 50% of the issued shares in the Company;

- (b) a person (alone or together with its associates) becoming entitled to sufficient shares in the Company to give it or them the ability, and that ability is successfully exercised, in a general meeting, to replace all or a majority of the board of the Company;
 - (c) the acquisition by any person, either alone or together with an associate (as defined in the Corporations Act), of all or a substantial portion of the assets of the Company; or
 - (d) such other event as the Board determines, acting reasonably.
- (11) **Company** means ITL Limited ABN 16 08 212 088
- (12) **Constitution** means the Constitution of the Company.
- (13) **Corporations Act** means the *Corporations Act 2001* (Cth).
- (14) **Current Market Price** of a Share at a particular time, means the price published by the operator of the ASX as the final price for the previous day on which the Shares were traded on the ASX.
- (15) **Disposal Restrictions** means, in relation to a Share, the restrictions determined by the Board under rule 7.1(1) that must be satisfied before the Share may be Disposed of by the Participant.
- (16) **Dispose** means, in relation to a Share, sell, transfer, grant an option over, create a Third Party Right in, deal with or otherwise dispose of the Share or any interest in the Share.
- (17) **Eligible Employee** means each employee or officer (including director) of any member of the Group who is determined by the Board to be an Eligible Employee for the purposes of the Plan.
- (18) **Forfeiture Conditions** means, in relation to a Share, the conditions (if any) determined by the Board that will result in forfeiture of a Share.
- (19) **Group** means the Company and each Related Body Corporate and **Group Company** means any one of them.
- (20) **Holding Lock** means a mechanism arranged or approved by the Board that prevents Shares being Disposed of, or otherwise being dealt with, by a Participant.
- (21) **Participant** means an Eligible Employee who has been invited to participate in the Plan and whose offer to participate in the Plan has been accepted and has become unconditional.
- (22) **Plan** means the [ITL Executive Share Plan] established and operated in accordance with these rules.
- (23) **Purpose** means, in relation to the collection of personal information as contemplated by rule 12, any of the following purposes:
 - (a) the assessment of an Eligible Employee's offer to participate in the Plan; or
 - (b) if an Eligible Employee's offer to participate in the Plan is accepted, the facilitation of the operation and the administration of the Plan.

- (24) **Related Body Corporate** means each related body corporate of the Company, within the meaning of section 50 of the Corporations Act.
- (25) **Restriction Period** means, in relation to a Share, any period determined by the Board during which the Share must not be Disposed of.
- (26) **Securities** has the meaning given to it in the Corporations Act.
- (27) **Share** means a fully paid ordinary share in the capital of the Company.
- (28) **Share Allocation Price** means, unless determined by the Board otherwise, the lesser of:
 - (a) the weighted average price of Shares on ASX during the period of 12 months up to and including the Allocation Date; and
 - (b) Current Market Price.
- (29) **Share Limit** has the meaning given to that expression in rule 3.3.
- (30) **Share Trading Policy** means the share trading policy of the Company as determined by the Board.
- (31) **Tax Act** means the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth).
- (32) **Third Party Right** means:
 - (a) any third party interest, including a mortgage, charge, assignment by way of security, lien, pledge, hypothecation, title retention arrangement, preferential right or a trust arrangement;
 - (b) any arrangement having a commercial effect equivalent to anything in rule 1.1(32)(a); and
 - (c) any agreement to create an interest described in rule 1.1(32)(a) or an arrangement described in rule 1.1(32)(b).

1.2 Interpretation

In these rules, unless the context otherwise requires:

- (1) a reference to anything (including an amount or a provision of this document) is a reference to the whole and each part of it;
- (2) the singular includes the plural, and vice versa;
- (3) the word **person** includes an individual, a body corporate, a firm, an unincorporated body, a society, an association and an authority;
- (4) a reference to a particular person includes their legal personal representatives, administrators, successors, substitutes and permitted assigns;
- (5) a reference to **costs** includes charges, expenses and legal costs;
- (6) a reference to a **rule** or **these rules** is the rule or these rules (as the case may be) as amended or replaced;
- (7) a reference to a document or an agreement is to that document or agreement as amended or replaced;

- (8) a reference to the Constitution includes a reference to any provision having substantially the same effect which is substituted for or replaces the Constitution;
- (9) a reference to **law** means statute law, common law and equitable principles;
- (10) a reference to a particular law includes that law and any subordinate legislation (such as regulations) under it, in each case as amended, replaced, re-enacted or consolidated;
- (11) a reference to **dollars, \$ or A\$** is to the lawful currency of Australia;
- (12) a time means that time in Canberra, Australia;
- (13) a reference to a day or a month means a calendar day or calendar month;
- (14) a reference to a quarter is to each successive 3 month period commencing on 1 January, 1 April, 1 July and 1 September;
- (15) if a period of time starts from a given day (or event), it is to be calculated exclusive of that day (or the day the event occurs);
- (16) the masculine includes the feminine, and vice versa;
- (17) the meaning of any general language is not restricted by any accompanying example and the words **includes, including such as or for example** (or similar phrases) are not words of limitation;
- (18) where a Participant is a director of a Group Company, but is not also an employee of a Group Company, a reference to the employment with a Group Company of that Participant is a reference to that Participant holding office as a director of a Group Company; and
- (19) a Participant does not cease to be employed by a Group Company where the Participant ceases to be employed by a Group Company, but contemporaneously commences employment with another Group Company.

1.3 Headings

Headings in this document are for convenience only and do not affect its meaning.

1.4 Omission of certain provisions

If (but for this rule) a provision of this document would be illegal, void or unenforceable or contravene the law, this document is to be interpreted as if the provision was omitted.

2 The Plan

2.1 The purpose of the Plan is to provide Eligible Employees with an opportunity to share in the growth in the value of the Shares and to encourage them to contribute to the performance of the Group and the returns to the shareholders of the Company.

2.2 It is intended that the Plan will enable the Group to attract and retain skilled and experienced employees and provide them with the motivation to make the Group more successful.

3 Eligibility

3.1 Eligible employee

Subject to rules 3.2 and 3.3, an Eligible Employee is eligible to participate in the Plan.

3.2 Resignation and dismissal

An Eligible Employee is not eligible to participate in the Plan, and any invitation or offer made to an Eligible Employee under this Plan will be automatically withdrawn, if:

- (1) the Eligible Employee has been dismissed from his or her employment or service with a Group Company;
- (2) the Eligible Employee:
 - (a) has been given notice of dismissal from his or her employment or service with a Group Company; or
 - (b) has given notice to a Group Company of resignation in order to avoid dismissal/termination or notice regarding his or her proposed resignation;
- (3) the Board determines that there are grounds for dismissal or termination of the Eligible Employee; or
- (4) the Eligible Employee or a Group Company, the offer or the Eligible Employee's participation in the Plan would fail to comply with or contravene:
 - (a) the ASX Rules; or
 - (b) any Applicable Law.

3.3 Rules

These rules, and the rules in Annexure A of this plan "ITL Employee Incentive Plan" and all offers and issues of Shares under the Plan are subject to the ASX Rules and any other Applicable Law (including without limitation, any shareholder approvals required).

4 Participation

4.1 Invitation to participate

Subject to these rules, the Board may from time to time, in its absolute discretion, invite any Eligible Employee selected by it to participate in the Plan by inviting applications for the Shares on the terms set out in this Plan and on such other terms and conditions as the Board determines.

4.2 Information

- (1) The Board must give to each Eligible Employee invited to participate in the Plan an Application to complete and return, together with a letter setting out the terms on which the invitation is made.
- (2) Without limiting the Board's discretion, the invitation must include the following information:
 - (a) either:
 - (i) the number or value of Shares to which the invitation relates; or
 - (ii) the basis on which the number or value of Shares to which the invitation relates is to be determined;
 - (b) either:
 - (i) the Allocation Date; or
 - (ii) the basis on which the Allocation Date is to be determined;

- (c) either:
 - (i) the Share Allocation Price to be paid by the Eligible Employee (if any) to be issued or acquire the Shares; or
 - (ii) the basis on which the Share Allocation Price to be paid by the Eligible Employee (if any) to be issued or acquire the Shares is to be determined;
- (d) any Disposal Restrictions attaching to the Shares, including any Restriction Period applicable to the Shares;
- (e) any Forfeiture Conditions attaching to the Shares;
- (f) any other terms and conditions relating to the acquisition of the Shares which the Board, in its absolute discretion, specifies provided that such terms and conditions must not be inconsistent with these rules; and
- (g) any other information or documents that the Corporations Act, ASX Rules or any other Applicable Laws require the Company to give to the Eligible Employee.

4.3 Agreement to participate

The Board may determine the manner in which an Eligible Employee who has been invited to participate in the Plan may agree to participate in the Plan. By agreeing to participate in the Plan, a Participant agrees to become a shareholder of the Company and to be bound by the terms of the relevant invitation, these rules and the Constitution.

4.4 Restriction

The following applies to the operation of this Plan:

- (1) the Board must not invite an Eligible Employee to participate in the Plan; and
- (2) Shares may not be issued or otherwise acquired under the Plan,

if to do so would contravene any Applicable Laws.

5 Acquisition, Forfeiture and Delivery

5.1 Allocation

Subject to these rules, the Board may allocate Shares to a Participant on the Allocation Date or date determined in accordance with rule 4.2(2)(b) if:

- (1) all applicable terms and conditions under these rules (including rule 4.2(2)(f)) and any applicable invitation to participate in the Plan are satisfied and continue to be satisfied;
- (2) the Board has received from the Participant its Application which includes its agreement to participate in the Plan in accordance with rule 4.3;
- (3) the Eligible Person has not become ineligible to participate under clause 3; and
- (4) the Board has accepted the Application by the Participant to participate in the Plan.

5.2 Holding

The Board may procure that a trustee of a trust established pursuant to rule 11.3 allocates to a Participant, and holds for the benefit of the Participant on the terms and conditions of the trust, the number of Shares allocated to a Participant under rule 5.1 until the Shares:

- (1) are delivered to the Participant under rule 5.3; or
- (2) are forfeited in accordance with these rules (including rule 5.3(2)) or an invitation.

5.3 Delivery

- (1) Subject to:
 - (a) these rules (including rule 11.3) and the terms and conditions of any applicable invitation to participate in the Plan;
 - (b) the satisfaction (and continued satisfaction) of all applicable terms and conditions under rule 4.2(2)(f) (if any); and
 - (c) the Board having received from the Participant any consideration payable by the Participant for the Shares that are to be issued to, or acquired by, a Participant under this Plan;

the Shares to be acquired by or on behalf of the Participant may be new Shares issued by the Company or existing Shares to be purchased whether on ASX or otherwise.

- (2) The Board may at any time determine how Shares acquired under the Plan are to be held under the Plan until such time as the Shares are no longer the subject of any transfer restrictions under rule 7.1.

6 Rights

6.1 Ranking

Subject to these rules and except for the restrictions under rule 7.1 and any applicable Disposal Restrictions, Shares acquired under the Plan must rank equally in all respects with all other Shares from the date of issue or acquisition (as applicable), including:

- (1) voting rights; and
- (2) entitlements to participate in:
 - (a) distributions and dividends; and
 - (b) future rights issues and bonus issues,

where the record date for determining entitlements falls on or after the date of issue or acquisition (as applicable) of the Shares.

6.2 ASX Quotation

Where Shares acquired under the Plan are not yet quoted on ASX, the Company must procure that the Company apply for quotation of those Shares on ASX as soon as practicable after the allotment and issue or acquisition (as applicable) of those Shares, so long as Shares are quoted on ASX at that time.

6.3 Appointment of attorney

The Company and each person nominated by the Company from time to time are irrevocably appointed jointly and severally by each Participant as attorney to do all things necessary or considered appropriate by the Company to effect an issue, transfer or allocation of Shares, including agreeing to become a member of the Company and bound by the Constitution on the Participant's behalf.

7 Restrictions on transfer

7.1 Restriction

- (1) The Board may, at any time, in its discretion, impose restrictions on the Disposal of Shares by a Participant, including any Restriction Period or other Disposal Restrictions.
- (2) Unless the Board determines otherwise, a Participant must not Dispose of or otherwise deal with, or purport to deal with, any Share allocated to a Participant under the Plan which is subject to a Restriction Period or other Disposal Restriction:
 - (a) until the end of any Restriction Period; and
 - (b) unless the requirements of rule 7.3 are satisfied (and remain satisfied) in relation to the Share.

7.2 Change of control

The Board may, in its absolute discretion, determine whether to release any Shares allocated under the Plan from any Disposal Restrictions or waive the restrictions if a Change of Control Event occurs or if there is an impending Change of Control Event.

7.3 Conditions

A Participant may only Dispose of a Share allocated to a Participant under the Plan if:

- (1) it would not otherwise contravene any Disposal Restrictions relating to the Share; and
- (2) the Share Trading Policy is complied with.

7.4 Preventing Disposals

The Company may administer its register of members, and do all things necessary or desirable, for the purpose of preventing a contravention of rule 7.1. In particular, but without limitation, the Company may:

- (1) apply a Holding Lock to prevent the Disposal; or
- (2) refuse to register a transfer,

of a Share acquired by a Participant under the Plan that would involve a contravention of rule 7.1.

7.5 Share Certificates

A Participant must surrender to the Company all share certificates (or holding statements) issued in respect of Shares acquired by the Participant under the Plan. A Participant may request the return of any share certificates (or holding statements) surrendered to the Company which are no longer the subject of any transfer restrictions under rule 7.1 and the Company must return those share certificates (or holding statements) within a reasonable period.

8 Reconstruction

8.1 Reconstructions

In the event of any reconstruction (including consolidation, subdivision, reduction, capital return, buy back or cancellation) of the issued share capital of the Company, the Company must procure that the number of Shares to which each Participant is entitled and/or the consideration (if any) payable by the Participant for the Shares must be reconstructed accordingly, in a manner that does not result in any additional benefits being conferred on

Participants that are not conferred on shareholders of the Company and otherwise complies with the ASX Rules.

9 Amendment

Subject to all Applicable Laws, these rules may be amended or supplemented at any time by resolution of the Board.

10 Powers of the board

10.1 Powers of the board

Subject to rule 10.2, the Plan will be managed by the Board, which will have power to:

- (1) determine appropriate procedures for the administration of the Plan consistent with these rules;
- (2) resolve conclusively all questions of fact or interpretation arising in connection with the Plan;
- (3) determine matters falling for determination under these rules in its discretion having regard to the interests of and for the benefit of the Company;
- (4) exercise the discretions conferred on it by these rules or which may otherwise be required in relation to the Plan;
- (5) delegate to any one or more persons (for such period and on such conditions as it may determine) the exercise of any of its powers or discretions arising under the Plan; and
- (6) establish a trust to acquire, hold and deliver Shares under the Plan.

10.2 Indemnification

The Company must indemnify, and keep indemnified, to the full extent permitted by law, each person who is or has been a director or other officer of the Company against all proceedings, actions, demands, losses, liabilities, damages, costs and expenses which may be made, brought against, suffered or incurred by the person arising directly or indirectly out of, or in connection with, the administration of the Plan.

10.3 Commencement

The Plan will take effect on and from such date as the Board may resolve.

10.4 Termination or suspension

The Board may terminate or suspend the operation of the Plan at any time. In the event of a suspension or termination, these rules (including rule 10.1) will continue to operate with respect to any Shares acquired by a Participant under the Plan prior to that suspension or termination.

10.5 Resolution to terminate, suspend, supplement or amend

In passing a resolution to terminate or suspend the operation of the Plan or to supplement or amend these rules, the Board must consider and endeavour to ensure that there is fair and equitable treatment of all Participants.

10.6 Limit on the issue of Shares under the Plan

The Board will not, without the approval of the company in a general meeting, issue shares under the Plan related to each financial year in excess of 5% of the issued share capital of the company at the commencement of the financial year.

11 Powers of the administrator

11.1 Appointment of administrator

The Board may appoint an Administrator to administer the Plan and may determine the terms and conditions of the Administrator's appointment. The Board may remove the Administrator.

11.2 Role of administrator

The Administrator must administer the Plan in accordance with these rules and any procedures determined by the Board and agreed to as between the Board and the Administrator.

11.3 Trust

The Board may determine that Shares to be acquired under the Plan should be held in the name of a trustee on trust for the benefit of Participants. If the Board so determines:

- (1) it may appoint, remove and replace the trustee;
- (2) it may determine the terms and conditions of the trust, which may be on any terms and conditions that are not inconsistent with these rules; and
- (3) rather than Shares being acquired by a Participant under rule 5, the Board may, where the requirements of rule 5 are met (and continue to be met):
 - (a) where restrictions under rule 7.1 apply in relation to the Shares, procure that the trustee of the trust allocates the Shares to the Participant, and holds the Shares for the benefit of the Participant on the terms and conditions of the trust; and
 - (b) where the restrictions under rule 7.1 no longer apply in relation to the Shares, procure (at the election of the Participant) either the delivery of the Share to the Participant or, where the Shares are quoted on the ASX, disposal of the Share by the trustee at or above the Current Market Price of the Share and the distribution of the proceeds to the Participant.

12 Data protection

12.1 Collection and purpose

The Company needs to collect personal information about Eligible Employees for the Purpose. If this personal information is not provided to the Company, the Company may not be able to achieve the Purpose.

12.2 Consent

By agreeing to participate in the Plan, an Eligible Employee authorises and instructs the Company, the Company, any Related Body Corporate and any agent of the Company:

- (1) to collect, disclose and transfer between each other (including those located outside Australia) any personal information as the Company may request; and
- (2) to store and process personal information,

in accordance with the Purpose. An Eligible Employee may withdraw this authorisation.

12.3 Access to personal information

An Eligible Employee may access any personal information held by the Company in relation to that Eligible Employee by contacting the Administrator and may require any personal information to be corrected if that personal information is inaccurate or incomplete.

13 Employment rights

13.1 Discretion of board

It is a condition of these rules that the Plan may be terminated or suspended at any time at the discretion of the Board and that no compensation under any employment contract will arise as a result in the absence of any express terms set out in the employment contract.

13.2 No right to acquire shares

Participation in the Plan does not confer on any Eligible Employee any right to acquire Shares under the Plan, apart from those rights created by agreeing to participate in the Plan.

13.3 Calculation of employee benefits

Subject to the express terms of a Participant's employment contract, the value of Shares acquired under the Plan do not increase the Participant's income for the purpose of calculating any employee benefits.

13.4 No right to future employment

Participation in the Plan does not confer on any Participant any right to future employment and does not affect any rights which any member of the Group may have to terminate the employment of any Participant.

13.5 Acknowledgment

It is acknowledged and accepted by each Participant that the terms of the Plan do not form part of the terms and conditions of the Participant's employment contract, nor do the terms of the Plan constitute a contract or arrangement (including any related condition or collateral arrangement) in relation to the Participant's employment contract.

14 Contributions

Any deductions from a Participant's wages or salary which are to be used to acquire Shares under the Plan (Contributions) must be held by the Company in trust for the Participant in an account of an Australian authorised deposit taking institution (ADI) which is established and kept only for the purpose of depositing and holding Contributions and other money (if any) paid by the Participant for the acquisition of Shares under the Plan.

15 Connection with other plans

Unless the Board determines otherwise, participation in the Plan does not affect, and is not affected by, participation in any other incentive or other plan operated by the Company unless the terms of that other plan provide otherwise.

16 Notices

Any notice or direction given under these rules is validly given if it is handed to the person concerned, sent by ordinary prepaid post to the person's last known address, sent to the email address last notified by the person (or the work email address of an Eligible Employee or Participant) or given in any reasonable manner which the Board from time to time determines.

17 General

Notwithstanding any rule, Shares may not be allocated, issued, acquired, held, transferred, delivered or otherwise dealt with under the Plan if to do so would contravene any Applicable Laws or cause a breach of, or default under, the Constitution.

18 Plan costs

18.1 Costs

Unless otherwise determined by the Board, the Company must pay all costs relating to the establishment and operation of the Plan.

18.2 Reimbursement

The Company and any Related Body Corporate of the Company may provide money or financial accommodation to the trustee of any trust or any other person to enable them to acquire Shares to be held for the purposes of the Plan, or enter into any guarantee or indemnity for those purposes, to the extent permitted by the Corporations Act. In addition, the Company may require as a precondition to the acquisition of Shares under the Plan by any employee or director of any Related Body Corporate, that the Related Body Corporate enter into an agreement or arrangement in form and substance acceptable to the Company to oblige the Related Body Corporate to reimburse the Company for any money or financial accommodation provided by the Company in connection with the Plan, directly or indirectly, in relation to any employee or director of that Related Body Corporate.

18.3 Loan arrangements

Subject to compliance with all Applicable Laws, the Company and any Related Body Corporate may, in its absolute discretion, provide to any Eligible Employee any loan or facility or other form of financial accommodation for the purpose of facilitating participation by the Eligible Employee in the Plan.

18.4 Financial assistance

Subject to the Corporations Act, the Company may financially assist a person to acquire Shares under the Plan.

18.5 Buy backs

Subject to the Applicable Laws, the Company may procure that the Company buy back or repurchase Shares allocated to a Participant.

19 Overseas eligible employees

The Company at the Board's discretion may make regulations for the operation of the Plan which are not inconsistent with these rules to apply to Participants who reside outside Australia.

20 Governing law

The laws of New South Wales, Australia, govern these rules.

Annexure A



ITL Limited

(ABN 15 085 025 538)

ITL Employee Incentive Plan (IEIP) Plan Rules

Contents

1.	Introduction	1
2.	Definitions and Interpretation	1
3.	Awards that may be made under the Plan.....	4
4.	Offers of Awards.....	7
5.	Dilution limit.....	8
6.	Vesting and Exercise of Awards	8
7.	Election of Board to settle Awards in cash	9
8.	Allotment of Shares on exercise or vesting of Awards	9
9.	Rights attaching to Shares	10
10.	Restricted Awards	10
11.	Change of Control.....	11
12.	Hedging unvested Awards	11
13.	Adjustments	11
14.	Power of attorney	12
15.	Tax or social security contributions	12
16.	Powers of the Board	13
17.	Commencement, suspension, termination and amendment of Plan.....	13
18.	Connection with other schemes.....	13
19.	General provisions.....	14

ITL Employee Incentive Plan Rules

1. Introduction

1.1 Purpose of plan

The Company has established this Plan to encourage Employees to share in the ownership of the Company and to promote the long-term success of the Company as a goal shared by all Employees.

1.2 Advice

There are legal and tax consequences associated with participation in the Plan. Employees should ensure that they understand these consequences before accepting an invitation to participate in the Plan.

Any advice given by or on behalf of the Company is general advice only, and Employees should consider obtaining their own financial product advice from an independent person who appropriately qualified and/or licensed in their country to give such advice.

2. Definitions and Interpretation

2.1 Definitions

In these Rules unless the contrary intention appears, terms defined in the Corporations Act or Listing Rules have the same meaning in these Rules, and:

Application means a written acceptance of an Offer for, or an application for, Awards in a form approved by or acceptable to the Board.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited or the securities market which it operates, as the context requires.

Award means:

- (a) an Option,
- (b) a Performance Right,
- (c) a Service Right,
- (d) a Deferred Share Award,
- (e) an Exempt Share Award,
- (f) a Cash Right,
- (g) a Stock Appreciation Right,

as applicable.

Board means the Board of Directors of the Company.

Cash Right means a cash based performance right issued under clause 3.10.

Change of Control means, in relation to the Company, either:

- (a) any person, either alone or together with any associate (as defined in the Corporations Act), who did not have a relevant interest (as defined in the Corporations Act) in more than 50% of the issued Shares in the Company, acquires a relevant interest in more than 50% of the issued Shares in the Company; or
- (b) the Board concludes that there has been a change in the Control of the Company.

Company means ITL Limited (ABN 15 085 025 538).

Control has the meaning given to that term in section 50AA of the Corporations Act.

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

Deferred Share Award means a Share issued under clause 3.5.

Employee means a person who is a full-time or permanent part-time employee or officer, or executive director of the Company or any related body corporate of the Company.

Exempt Share Award means a Share issued under clause 3.7.

exercise means exercise of an Award in accordance with its terms, and includes automatic exercise in accordance with these Rules.

Exercise Price means the price payable (if any) per Share to exercise an Award.

Expiry Date means the date on which an Award lapses, being the date specified in an Offer as the Expiry Date, or fixed by a method of calculation set out in an Offer.

Fair Market Value means the closing sales price per Share for the relevant date on the ASX, or, if there is no such sale on the relevant date, then on the last previous day on which such a sale is reported.

issue of a Share includes the transfer of an existing Share in accordance with clause 8.3.

Issue Price means the price (if any) to be paid for the issue of a Share as stated in the Offer.

Listed means the Company being and remaining admitted to the official list of the ASX.

Listing Rules means the Listing Rules of ASX and any other rules of the ASX which are applicable while the Company is Listed each as amended or replaced from time to time, except to the extent of any waiver granted by the ASX.

Market Price means the weighted average sale price of Shares on the ASX over the five trading days immediately preceding the day the Offer is made, or another pricing method determined by the Company.

Offer means an offer or issue of Awards made to an Employee under clause 4. Where Awards are issued without the need for acceptance, an Offer includes the document setting out the terms of the Award.

Option means an option to acquire Shares issued under clause 3.2.

Participant means an Employee to whom Awards are issued.

Performance Right means a right to acquire a Share issued under clause 3.3.

Plan means the ITL Employee Incentive Plan.

Plan Shares means the Shares allotted and issued, or transferred, by the Company to a Participant in respect of an Award.

Restricted Award means an Award or a Share issued on exercise of an Award in respect of which a restriction on sale or disposal applies under this Plan.

Restriction Period means the period during which Awards, or Shares issued on exercise of Awards, must not be sold or disposed of, being the period specified in these Rules in respect of Deferred Share Awards, Exempt Share Awards, Cash Rights and Stock Appreciation Rights, and as specified in the Offer in respect of other Awards.

Rules means these rules as amended from time to time.

Security Interest means an interest in an asset which provides security for, or protects against default by, a person for the payment or satisfaction of a debt, obligation or liability including a mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, first right of refusal, voting right or arrangement for the retention of title or any agreement, option or other arrangement to grant such an interest or right.

Service Right means a right to acquire a Share issued under clause 3.4.

Share means a fully paid ordinary share of the Company.

Stock Appreciation Right means a right designated as a stock appreciation right and issued under clause 3.11.

Tax Act means the *Income Tax Assessment Act 1997* or any legislation amending or replacing the provisions of that Act relating to the issue and exercise of Awards.

Vesting Conditions means any conditions described in the Offer that must be satisfied before an Award can be exercised or before an Award (or Share issued under an Award) is no longer subject to forfeiture.

Vesting Date means the date on which an Award is exercisable or is no longer subject to forfeiture following satisfaction of any Vesting Conditions.

2.2 Interpretation

In these Rules, unless expressed to the contrary:

- (a) terms defined in the Corporations Act have the same meaning in these Rules;
- (b) words importing:
 - (i) the singular include the plural and vice versa;
 - (ii) any gender includes the other genders;
- (c) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (d) a reference to:
 - (i) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes its legal personal representatives, successors and assigns;
 - (iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (iv) a right includes a benefit, remedy, discretion, authority or power;
 - (v) "\$" or "dollars" is a reference to the lawful currency of Australia;
 - (vi) this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties; and
 - (vii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them.

2.3 Headings

Headings are for convenience only and do not affect the interpretation of these Rules.

3. Awards that may be made under the Plan

- 3.1 The Company may, at the discretion of the Board, offer and issue Awards to Employees of the kind set out in this clause 3.

3.2 Options

The Company may offer or issue Options, which are rights to be issued a Share upon payment of the Exercise Price and satisfaction of specified Vesting Conditions. These terms apply unless the Offer specifies otherwise:

- (a) Options are Restricted Awards until they are exercised or expire.
- (b) An Offer may specify a Restriction Period for Shares issued on the exercise of Options.
- (c) Options are subject to adjustment under clause 13.

3.3 Performance Rights

The Company may offer or issue Performance Rights, which are rights to be issued a Share for nil Exercise Price upon the satisfaction of Vesting Conditions specified in the Offer. These terms apply unless the Offer specifies otherwise:

- (a) Performance Rights are Restricted Awards until they are exercised or expire.
- (b) An Offer may specify a Restriction Period for Shares issued on the exercise of Performance Rights.
- (c) Performance Rights are subject to adjustment under clause 13.

3.4 Service Rights

The Company may offer or issue Service Rights, which are rights to be issued a Share for nil Exercise Price upon the satisfaction of Vesting Conditions specified in the Offer, which Vesting Conditions relate only to the continued employment of the Employee. These terms apply unless the Offer specifies otherwise:

- (a) Service Rights are Restricted Awards until they are exercised or expire.
- (b) An Offer may specify a Restriction Period for Shares issued on the exercise of Service Rights.
- (c) Service Rights are subject to adjustment under clause 13.

3.5 Deferred Share Awards

The Company may offer or issue Deferred Share Awards, which are Shares issued to Employees:

- (a) who elect to receive Shares in lieu of any wages, salary, director's fees, or other remuneration; or
- (b) by the Company in its discretion, in addition to their wages, salary and remuneration, or in lieu of any discretionary cash bonus or other incentive payment; and
- (c) that may be forfeited if Vesting Conditions specified in the Offer are not satisfied.

3.6 Unless a different Restriction Period is specified in an Offer, the Restriction Period for Deferred Share Awards will expire on the earlier of:

- (a) when a Participant ceases employment within the meaning of section 83A-330 of the Tax Act;
- (b) when there is no risk of forfeiting the Share and there is no restriction on disposing of the Share; and
- (c) 15 years from the date of issue of the Shares.

3.7 Exempt Share Awards

The Company may offer or issue Exempt Share Awards, which are Shares issued for no consideration or at an Issue Price which is a discount to the Market Price with the intention that up to \$1,000 (or such other amount which is exempted from tax under the Tax Act from time to time) of the total value or discount received by each Employee will be exempt from tax.

3.8 The Restriction Period for Exempt Share Awards will expire on the earlier of:

- (a) 3 years from the date of issue of the Shares (or such other period as may be required for tax exemption under Subdivision 83A-B of the Tax Act); and
- (b) the time when a Participant ceases employment within the meaning of section 83A-330 of the Tax Act.

3.9 The Company must offer Exempt Share Awards on a non-discriminatory basis as defined by section 83A-35(6) of the Tax Act.

3.10 Cash Rights

The Company may offer or issue Cash Rights, which are rights to be issued a cash payment for nil Exercise Price upon the satisfaction of specified Vesting Conditions. Unless the Offer specifies otherwise, the Cash Rights are Restricted Awards until they are exercised or expire.

3.11 Stock Appreciation Rights

The Company may offer or issue Stock Appreciation Rights in accordance with this clause 3.11. These terms apply to the issue of Stock Appreciation Rights unless the Offer specifies otherwise:

- (a) Stock Appreciation Rights are Restricted Awards until they are exercised or expire;
- (b) an Offer may specify a Restriction Period for Shares issued on the exercise of Stock Appreciation Rights;
- (c) upon exercise of a Stock Appreciation Right, and unless the Board determines otherwise, the Participant exercising the Stock Appreciation Right shall be entitled to receive payment from the Company determined on the basis of the difference between the Fair Market Value on the date of exercise of the Stock Appreciation Right and the Fair Market Value on the date of

grant of the Stock Appreciation Right, adjusted as necessary for changes to the Company's capital structure. The full terms of calculation of such payment will be set out in the Offer;

- (d) at the discretion of the Board, the payment upon exercise of a Stock Appreciation Right may be in cash, in Shares of equivalent value, or in some combination of cash and Shares. The Board's determination shall be made at any time on or before exercise of a Stock Appreciation Right; and
- (e) Stock Appreciation Rights are subject to adjustment under clause 13.

4. Offers of Awards

4.1 Subject to clause 5, the Company may make an Offer to any Employee.

4.2 Form of Offer

Each Offer must be in writing (which includes email), include an Application if acceptance is required, and specify the following to the extent applicable:

- (a) the name and address of the Employee to whom the Offer is made;
- (b) the type of Awards being offered;
- (c) the number of Awards being offered;
- (d) any Vesting Conditions for the Awards;
- (e) the Issue Price and/or Exercise Price for the Awards, or the manner in which the Issue Price and/or Exercise Price is to be determined;
- (f) the Expiry Date (if any);
- (g) any Restriction Period;
- (h) any other terms or conditions (including termination of employment conditions) that the Board decides to include; and
- (i) any matters required to be specified in the Offer by the Corporations Act or the Listing Rules.

4.3 If required by applicable laws or the conditions to applicable ASIC relief, the Offer must include an undertaking by the Company to provide to a Participant, if a request is made before the Award is exercised and within a reasonable period of being so requested, the current market price of the Shares.

4.4 Compliance with laws

No Offer will be made to the extent that any such Offer would contravene the Company's Constitution, the Listing Rules, the Corporations Act or any other applicable law.

4.5 Acceptance

If acceptance of an Offer is required, it may be accepted:

- (a) by an Employee completing and returning the Application, as required by the Offer, by not later than the date specified in the Offer; and
- (b) if required, by the Employee making or directing payment of the total amount payable for the Awards (if any) accepted under the Offer, in the manner specified in the Offer.

4.6 An Offer which requires acceptance lapses if it is not accepted by the Employee to whom the Offer is made as required under clause 4.5.

4.7 For the avoidance of any doubt, an Offer may only be accepted by (and the relevant Award and any subsequent Share issues may only be granted or issued to) the Employee to whom the Offer is made.

5. Dilution limit

An Offer of Awards in reliance on ASIC CO 14/1000 must, at the time of making the offer, have reasonable grounds to believe that the number of underlying eligible Awards in a class of underlying Shares that form part of the issued capital of the listed body that have been or may be issued in any of the circumstances covered by clause 5 (a) and clause 5 (b) will not exceed 5% of the total number of underlying Shares in that class on issue:

- (a) underlying Shares that may be issued under the offer;
- (b) underlying Shares issued or that may be issued as a result of offers made at any time during the previous 3 year period under:
 - (i) an employee incentive scheme covered by this instrument; or
 - (ii) an ASIC exempt arrangement of a similar kind to an employee incentive scheme.

In no circumstances will Awards be granted under this Plan if it is an issue of securities that combined with all other employee share scheme interests outstanding would exceed 10% of the Company's then outstanding issued capital.

6. Vesting and Exercise of Awards

6.1 Vesting

The Awards held by a Participant will vest in and become exercisable by that Participant upon the satisfaction of any Vesting Conditions specified in the Offer and in accordance with these Rules.

6.2 Vesting Conditions may be waived at the absolute discretion of the Board (unless such waiver is excluded by the terms of the Award).

6.3 Automatic Exercise

The vesting of an Award on the satisfaction of any Vesting Conditions will not automatically trigger the exercise of the Award unless specified in the Offer.

6.4 Exercise of Awards

A Participant is, subject to this clause 6, entitled to exercise an Award on or after the Vesting Date. Any exercise must be for a minimum number or multiple of Shares (if any) specified in the terms of the Offer.

6.5 Awards may be exercised by the Participant delivering to the Company a notice stating the number of Awards to be exercised together with the Issue Price (if any) for the Shares to be issued.

7. Election of Board to settle Awards in cash

If the Board determines that for a taxation, legal, regulatory or compliance reason it is not appropriate to issue or transfer Shares, the Company may in lieu and final satisfaction of the Company's obligation to issue or transfer Shares as required upon the exercise of an Award by a Participant, make a cash payment to the Participant equivalent to the Fair Market Value as at the date of exercise of the Award (less any unpaid Exercise Price applicable to the exercise of the Award) multiplied by the relevant number of Shares required to be issued or transferred to the Participant upon exercise of the Award.

8. Allotment of Shares on exercise or vesting of Awards

8.1 Rights attaching to Shares

The Shares issued under this Plan will upon allotment:

- (a) be credited as fully paid;
- (b) rank equally for dividends and other entitlements where the record date is on or after the date of allotment, but will carry no right to receive any dividend or entitlement where the record date is before the date of allotment; and
- (c) be subject to any restrictions imposed under these Rules, and
- (d) otherwise rank equally with the existing issued Shares at the time of allotment.

8.2 Quotation

If the Company is Listed, then as soon as practicable after the date of the allotment of Shares, the Company will, unless the Board otherwise resolves, apply for official quotation of such Shares on the ASX.



8.3 New or existing Shares

The Company may, in its discretion, either issue new Shares or cause existing Shares to be acquired for transfer to the Participant, or a combination of both alternatives, to satisfy the Company's obligations under these Rules.

8.4 If the Company determines to cause the transfer of Shares to a Participant, the Shares may be acquired in such manner as the Company considers appropriate, including from a trustee appointed under clause 8.5.

8.5 The Company may appoint a trustee on terms and conditions which it considers appropriate to acquire and hold Shares, options, or other securities of the Company either on behalf of Participants or for the purposes of this Plan.

9. Rights attaching to Shares

9.1 Shares to rank equally

Any Plan Shares allotted and issued, or transferred by the Company to a Participant will rank equally with all existing Shares on and from the date of issue or transfer.

9.2 Dividends

A Participant will have a vested and indefeasible entitlement to any dividends declared and distributed by the Company on Plan Shares which, at the books closing date for determining entitlement to those dividends, are standing to the account of the Participant.

9.3 Dividend reinvestment

The Participant may participate in any dividend reinvestment plan operated by the Company in respect of Plan Shares held by the Participant and such participation must be in respect of all Plan Shares held by the Participant. Shares issued under any dividend reinvestment plan operated by the Company will not be subject to any restrictions on dealing.

9.4 Voting rights

A Participant may exercise any voting rights attaching to Plan Shares registered in the Participant's name.

10. Restricted Awards

10.1 Restrictions

A Participant must not sell, transfer, mortgage, pledge, charge, grant security over or otherwise dispose of any Restricted Awards, or agree to do any of those things, during the Restriction Period.

- 10.2 The Company may implement any procedures it considers appropriate to ensure that Restricted Awards are not disposed of during the Restriction Period, including applying a holding lock in respect of Shares.
- 10.3 Without limiting its discretions under these Rules, the Board may at any time in its discretion waive or shorten the Restriction Period applicable to an Award. Bonus issues
- 10.4 If the Company makes a pro rata bonus issue to holders of Restricted Awards, the Shares issued to Participants under the pro rata bonus issue will be subject to the balance of the Restriction Period that applied to the Restricted Awards.
- 10.5 Takeovers etc

If a takeover bid is made to acquire all of the issued Shares of the Company, or a scheme of arrangement, selective capital reduction or other transaction is initiated which has an effect similar to a full takeover bid for Shares in the Company, then Participants are entitled to accept the takeover bid or participate in the other transaction in respect of all or part of their Awards other than Exempt Share Awards notwithstanding that the Restriction Period in respect of such Awards has not expired. The Board may, in its discretion, waive unsatisfied Vesting Conditions in relation to some or all Awards in the event of a takeover or other transaction.

- 10.6 Death or permanent disability of a Participant

If a Participant dies or becomes permanently disabled before the end of the Restriction Period or prior to the Vesting Date, the Vesting Conditions and any Restriction Periods applicable to all Awards will cease to apply, unless the Board determines otherwise.

11. Change of Control

On the occurrence of a Change of Control, the Board will determine, in its sole and absolute discretion, the manner in which all unvested and vested Awards will be dealt with.

12. Hedging unvested Awards

Participants must not enter into transactions or arrangements, including by way of derivatives or similar financial products, which limit the economic risk of holding unvested Awards.

13. Adjustments

- 13.1 This clause 13 applies to Options, Performance Rights, Service Rights and other Awards where the Participant may be entitled to acquire Shares in the future on exercise of the Award.

13.2 New issues of Shares

A Participant is not entitled to participate in a new issue of Shares or other securities made by the Company to holders of its Shares without exercising the Awards before the record date for the relevant issue.

13.3 Bonus Issues

If, prior to the exercise of an Award, the Company makes a pro-rata bonus issue to the holders of its Shares, and the Award is not exercised prior to the record date in respect of that bonus issue, the Award will, when exercised, entitle the holder to one Share plus the number of bonus shares which would have been issued to the holder if the Award had been exercised prior to the record date.

13.4 Other reorganisations of capital

If, prior to the exercise of an Award, the Company undergoes a reorganisation of capital (other than by way of a bonus issue or issue for cash) the terms of the Awards of the Participant will be changed to the extent necessary to comply with the Listing Rules as they apply at the relevant time.

13.5 General

Unless otherwise permitted by the Listing Rules, the number of Shares which the Participant is entitled to receive on exercise of an Award will only be adjusted in accordance with this clause 13.

13.6 The Company must give notice to Participants of any adjustment to the number of Shares which the Participant is entitled to receive on exercise of an Award in accordance with the Listing Rules.

14. Power of attorney

14.1 In consideration of the issue of the Awards, each Participant irrevocably appoints each director and the secretary for the time being of the Company severally as his or her attorney, to do all acts and things and to complete and execute any documents, including share transfers, in his or her name and on his or her behalf that may be convenient or necessary for the purpose of giving effect to the provisions of these Rules or the terms of an Award.

14.2 The Participant (or after his or her death, his or her legal personal representative) will be deemed to ratify and confirm any act or thing done under this power and must indemnify the attorney in respect of doing so.

15. Tax or social security contributions

15.1 Where the Company, or a subsidiary (within the meaning of the Corporations Act) of the Company, must account for any tax or social security contributions (in any jurisdiction) for which a Participant is liable because of the issue or transfer of Shares, payment of cash to the Participant or the vesting or exercise of an Award (the **Amount**), either the Company or subsidiary of the Company may withhold the Amount in its discretion or the Participant must, prior to the Participant's Shares being issued or

transferred or cash being paid to the Participant, or the Award vesting or being exercised (as applicable), either:

- (a) pay the Amount to the Company; or
- (b) make acceptable arrangements with the Company for the Amount to be made available to the Company.

16. Powers of the Board

16.1 The Plan will be administered by the Board, or a committee of the Board, which will have an absolute discretion to:

- (a) determine appropriate procedures for administration of the Plan consistent with these Rules;
- (b) resolve conclusively all questions of fact or interpretation arising in connection with the Plan or these Rules;
- (c) delegate to any one or more persons, for such period and on such conditions as they may determine, the exercise of any of their powers or discretions under the Plan or these Rules;
- (d) formulate special terms and conditions (subject to the Listing Rules), in addition to those set out in these Rules to apply to Participants employed and/or resident in and/or who are citizens of countries other than Australia. Each of these special terms and conditions will be restricted in their application to those Participants employed and/or resident in and/or who are citizens of other jurisdictions; and
- (e) amend these Rules, provided that such amendments do not materially prejudice the rights of existing Participants.

16.2 While the Company is Listed, the Board may only exercise its powers in accordance with the Listing Rules.

17. Commencement, suspension, termination and amendment of Plan

17.1 Subject to the passing of any necessary resolution approving the establishment of the Plan and the issue of the Awards, the Plan will take effect when the Board decides.

17.2 The Plan may be suspended, terminated or amended at any time by the Board, subject to any resolution of the Company required by the Listing Rules.

18. Connection with other schemes

18.1 The Company and any related body corporate of the Company are not restricted to using the Plan as the only method of providing incentive rewards to Employees.

18.2 The Company and any related body corporate of the Company may approve other incentive schemes.

18.3 Participation in the Plan does not affect, and is not affected by, participation in any other incentive scheme of the Company or any related body corporate of the Company unless the terms of that incentive scheme provide otherwise.

19. General provisions

19.1 Participants bound

Participants issued Awards under this Plan are bound by these Rules and by the Constitution of the Company.

19.2 Notices

Any notice required to be given by the Company to a Participant or any correspondence to be made between the Company and a Participant may be given or made by the Board or its delegate on behalf of the Company.

19.3 Any notice to be given by the Company may be given by email, and any reference to the Company giving or providing information or documents in writing includes doing so by email.

19.4 Effect on employee entitlements

Participation in the Plan does not affect an Employee's terms of employment or appointment with the Company. In particular, participation in the Plan does not detract from any right the Company may have to terminate the employment or appointment of an Employee.

19.5 Participation in the Plan, or the issuing of any Awards, does not form part of the Employee's remuneration for the purposes of determining payments in lieu of notice of termination of employment, severance payments, leave entitlements, or any other compensation payable to an Employee upon the termination of employment.

19.6 Governing law

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

All Correspondence to:

- ✉ **By Mail** Boardroom Pty Limited
GPO Box 3993
Sydney NSW 2001 Australia
- 📠 **By Fax:** +61 2 9290 9655
- 💻 **Online:** www.boardroomlimited.com.au
- ☎ **By Phone:** (within Australia) 1300 737 760
(outside Australia) +61 2 9290 9600

YOUR VOTE IS IMPORTANT

For your vote to be effective it must be recorded **before 10:00am AEDT on Tuesday 28 November 2017.**

🖥 TO VOTE ONLINE

- STEP 1:** VISIT www.votingonline.com.au/itlagm2017
- STEP 2:** Enter your Postcode OR Country of Residence (if outside Australia)
- STEP 3:** Enter your Voting Access Code (VAC):

📱 BY SMARTPHONE



Scan QR Code using smartphone
QR Reader App

TO VOTE BY COMPLETING THE PROXY FORM

STEP 1 APPOINTMENT OF PROXY

Indicate who you want to appoint as your Proxy.

If you wish to appoint the Chair of the Meeting as your proxy, mark the box. If you wish to appoint someone other than the Chair of the Meeting as your proxy please write the full name of that individual or body corporate. If you leave this section blank, or your named proxy does not attend the meeting, the Chair of the Meeting will be your proxy. A proxy need not be a securityholder of the company. Do not write the name of the issuer company or the registered securityholder in the space.

Appointment of a Second Proxy

You are entitled to appoint up to two proxies to attend the meeting and vote. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by contacting the company's securities registry or you may copy this form.

To appoint a second proxy you must:

- complete two Proxy Forms. On each Proxy Form state the percentage of your voting rights or the number of securities 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.
- return both forms together in the same envelope.

STEP 2 VOTING DIRECTIONS TO YOUR PROXY

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

Proxy which is a Body Corporate

Where a body corporate is appointed as your proxy, the representative of that body corporate attending the meeting must have provided an "Appointment of Corporate Representative" prior to admission. An Appointment of Corporate Representative form can be obtained from the company's securities registry.

STEP 3 SIGN THE FORM

The form **must** be signed as follows:

Individual: This form is to be signed by the securityholder.

Joint Holding: where the holding is in more than one name, all the securityholders should sign.

Power of Attorney: to sign under a 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 when you return it.

Companies: this form must be signed by a Director jointly with either another Director or a Company Secretary. Where the company has a Sole Director who is also the Sole Company Secretary, this form should be signed by that person. **Please indicate the office held by signing in the appropriate place.**

STEP 4 LODGEMENT

Proxy forms (and any Power of Attorney under which it is signed) must be received no later than 48 hours before the commencement of the meeting, therefore by **10:00am AEDT on Tuesday, 28 November 2017.** Any Proxy Form received after that time will not be valid for the scheduled meeting.

Proxy forms may be lodged using the enclosed Reply Paid Envelope or:

- 🖥 **Online** www.votingonline.com.au/itlagm2017
- 📠 **By Fax** + 61 2 9290 9655
- ✉ **By Mail** Boardroom Pty Limited
GPO Box 3993,
Sydney NSW 2001 Australia
- 👤 **In Person** Boardroom Pty Limited
Level 12, 225 George Street,
Sydney NSW 2000 Australia

Attending the Meeting

If you wish to attend the meeting please bring this form with you to assist registration.

☐

Your Address

This is your address as it appears on the company's share register. If this is incorrect, please mark the box with an "X" and make the correction in the space to the left. Securityholders sponsored by a broker should advise their broker of any changes. Please note, you cannot change ownership of your securities using this form.

PROXY FORM

STEP 1 APPOINT A PROXY

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

☐

the Chair of the Meeting (mark box)

OR if you are NOT appointing the Chair of the Meeting as your proxy, please write the name of the person or body corporate (excluding the registered securityholder) you are appointing as your proxy below

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chair of the Meeting as my/our proxy at the Annual General Meeting of the Company to be held at **MyHealthTest Pty Ltd, Level 3, 10 Moore Street, Canberra, 2001 on Thursday 30 November 2017 at 10.00am AEDT** and at any adjournment of that meeting, to act on my/our behalf and to vote in accordance with the following directions or if no directions have been given, as the proxy sees fit.

Chair of the Meeting authorised to exercise undirected proxies on remuneration related matters: If I/we have appointed the Chair of the Meeting as my/our proxy or the Chair of the Meeting becomes my/our proxy by default and I/we have not directed my/our proxy how to vote in respect of Resolutions 1, 5, 6, 7, 8 and 9, I/we expressly authorise the Chair of the Meeting to exercise my/our proxy in respect of these Resolutions even though Resolutions 1, 5, 6, 7, 8 and 9 are connected with the remuneration of a member of the key management personnel for the Company.

The Chair of the Meeting will vote all undirected proxies in favour of all Items of business (including Resolutions 1, 5, 6, 7, 8 and 9). If you wish to appoint the Chair of the Meeting as your proxy with a direction to vote against, or to abstain from voting on an item, you must provide a direction by marking the 'Against' or 'Abstain' box opposite that resolution.

STEP 2 VOTING DIRECTIONS

* 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 vote will not be counted in calculating the required majority if a poll is called.

		For	Against	Abstain*
Resolution 1	To Adopt the Remuneration Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2	To re-elect Mr. Mark Peatey as a Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 3	Approval of On-Market Share Buy-Back	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 4	Approval of Additional 10% Placement Capacity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 5	Approval of Executive Share Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 6	Issue of Shares under the ITL Executive Share Plan to William Mobbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 7	Issue of Shares under the ITL Executive Share Plan to Andrew Turnbull	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 8	Issue of Shares under the ITL Executive Share Plan to Mark Peatey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 9	Increase in Total Fee Pool of Non-Executive Directors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 10	Change of Company Name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

STEP 3 SIGNATURE OF SECURITYHOLDERS

This form must be signed to enable your directions to be implemented.

Individual or Securityholder 1

Sole Director and Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director / Company Secretary

Contact Name.....

Contact Daytime Telephone.....

Date / / 2017

