



ASX Release

FOR IMMEDIATE RELEASE

19 July 2021

ASIC registration of Isentia Scheme Booklet

- The Independent Expert, KPMG Financial Advisory Services (Australia) Pty Ltd (**KPMG**) has determined that in the absence of a Superior Proposal, the Scheme of Arrangement (**Scheme**) for the proposed acquisition by Access Intelligence plc (a company incorporated in England and Wales with company registration number 04799195) (**Access Intelligence**) is fair and reasonable and therefore in its opinion, is in the best interests of Isentia Shareholders
- The Isentia Board unanimously recommends that Isentia Shareholders vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Isentia Shareholders

Isentia Group Limited (ASX: ISD) (**Isentia**) is pleased to announce that the Australian Securities and Investments Commission (**ASIC**) has registered an explanatory statement which includes information about the Scheme, the Independent Expert's report and the notice convening the Scheme Meeting (together, the **Scheme Booklet**) in relation to the proposed acquisition by Access Intelligence by way of a scheme of arrangement.

The proposed acquisition was described in Isentia's announcement of entering into a scheme implementation deed dated 15 June 2021 and follows an announcement on 16 July 2021 that the Supreme Court of New South Wales has approved the meeting of Isentia shareholders to consider and vote on the Scheme (**Scheme Meeting**) and dispatch of the Scheme Booklet to Isentia shareholders. Access Intelligence will not be able to vote in the Scheme Meeting in respect of its shareholding.

Access Intelligence shareholder approval received – condition satisfied

The Scheme is subject to satisfaction of a number of conditions precedent. Isentia is pleased to advise that the condition precedent relating to Access Intelligence shareholder approval has been satisfied following Access Intelligence's shareholder meeting held on 9 July 2021.

Scheme Booklet

A full copy of the Scheme Booklet is attached to this announcement including the Independent Expert's report from KPMG.

Isentia encourages shareholders to read the Scheme Booklet in its entirety before deciding whether or not to vote in favour of the Scheme at the Scheme Meeting. Isentia also encourages shareholders to note key events and indicative dates as set out in the Scheme Booklet.

Virtual Scheme Meeting

Isentia Group Limited ACN 167 541 568

Level 3, 219-241 Cleveland, Strawberry Hills NSW 2012, Australia T +61 2 9318 4000, isentia.com



The Scheme Meeting will be held virtually, with the details of the meeting as follows:

Location: Online at <https://agmlive.link/ISDSM21>
Date: Tuesday, 17 August 2021
Time: 9.00am (Sydney time)

Having regard to the uncertainty and potential health risks associated with large gatherings during the COVID-19 pandemic, Isentia shareholders will not be able to attend the Scheme Meeting in person.

Isentia shareholders and their authorised proxies, attorneys and corporate representatives may participate in the Scheme Meeting via the online platform. Isentia shareholders who participate in the Scheme Meeting via the online platform will be able to listen to the Scheme Meeting, cast an online vote and ask questions online.

Isentia shareholders can also submit questions to Isentia in advance of the Scheme Meeting by submitting questions online at www.linkmarketservices.com.au no later than 5.00pm (Sydney time) on Tuesday, 10 August 2021.

All Isentia shareholders are encouraged to vote either by attending the Scheme Meeting via the online platform or by appointing a proxy, attorney or corporate representative to attend the meeting and vote on their behalf. Details on how to vote at the Scheme Meeting are included in the Scheme Booklet.

Independent expert's report

The Independent Expert, KPMG, has determined that, in the absence of a Superior Proposal, the Scheme is fair and reasonable and therefore in its opinion, is in the best interests of Isentia Shareholders. The Independent Expert's conclusion should be read in context with the full independent expert's report and the Scheme Booklet.

The Independent Expert has assessed the value of Isentia shares on a 100% controlling interest basis to be in the range of \$0.13 to \$0.18 per Isentia share. The Scheme consideration of \$0.175 per Isentia share is within this range.

The Independent Expert stated the following in its report:

*"In our opinion, the Scheme is **in the best interests of Isentia shareholders** in the absence of a superior proposal."*

"Our valuation reflects 100% ownership of Isentia and, therefore, incorporates a control premium. As a result, we would expect the value to be in excess of the price at which Isentia shares would trade on the ASX in the absence of a takeover offer."

Director's recommendation

The directors of Isentia continue to unanimously recommend that Isentia shareholders vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Isentia shareholders.¹

¹ In relation to the recommendation of Ed Harrison, Isentia shareholders should have regard to the fact that, if the Scheme is implemented, Mr Harrison will become entitled to certain deferred equity rights described in section 8.1 of the Scheme Booklet.



As noted in its announcement on 15 June 2021, the Isentia directors considered the advantages and disadvantages of the proposed Scheme, along with the outlook for Isentia, its ongoing capex requirements and the risks associated with the changing competitive landscape and industry conditions and came to their recommendation having regard to these factors, the substantial 157% premium to trading prior to announcement of the Scheme and the certainty of cash consideration.

Subject to those same qualifications, all directors of Isentia, who collectively hold or control approximately 1.1% of the Isentia shares on issue, intend to vote or procure the vote of those shares in favour of the Scheme.

If you have any questions in relation to this Scheme Booklet or the Scheme, you should contact the Isentia Shareholder Information line on 1300 158 729 (within Australia) and +61 2 9066 4058 (outside Australia) between 9.00am and 6.00pm (Sydney time) on Business Days (as defined in the Scheme Booklet).

Indicative timetable

Event	Expected Date
Dispatch of Scheme Booklet to Isentia shareholders	19 July 2021
Scheme Meeting	9.00am (AEST) on 17 August 2021
Second court hearing	20 August 2021
Effective date	20 August 2021
Record date	25 August 2021
Implementation date	1 September 2021

The key dates in relation to the Scheme are set out in full within the Scheme Booklet.

Authorised for publication by Jacquie Shanahan, Company Secretary.

- ENDS -

For more information:

Investors and Media

Helen McCombie
Citadel-MAGNUS
+ 61 411 756 248

About Isentia

Isentia Group Ltd (ASX:ISD) is APAC's leading integrated Media Intelligence and Insights business with operations in eight markets. Isentia blends market-leading monitoring experience with analytics to help the world's biggest brands uncover the whole picture – and act on it. Powered by cutting-edge technology and a team of world class experts, our mission is to help businesses leap-forward where only genuine insight can take them.

Scheme Booklet

For a scheme of arrangement in relation to the proposed acquisition of Isentia Group Limited (ACN 167 541 568) by Access Intelligence plc (company registration number 04799195)

VOTE IN FAVOUR

YOUR DIRECTORS UNANIMOUSLY RECOMMEND THAT YOU APPROVE THE SCHEME BY VOTING IN FAVOUR OF THE SCHEME RESOLUTION, IN THE ABSENCE OF A SUPERIOR PROPOSAL AND SUBJECT TO THE INDEPENDENT EXPERT CONTINUING TO CONSIDER THE SCHEME TO BE IN THE BEST INTERESTS OF ISENTIA SHAREHOLDERS

This is an important document and requires your immediate attention. You should read this document carefully and in its entirety before deciding whether or not to vote in favour of the resolution to approve the Scheme. If you are in doubt as to what you should do, you should consult your legal, financial or other professional adviser.

If, after reading this Scheme Booklet, you have any questions about the Scheme or the number of Isentia Shares you hold or how to vote, please call the Shareholder Information Line on 1300 158 729 (within Australia) and +61 2 9066 4058 (outside Australia) Monday to Friday between 9.00am and 6.00pm (Sydney time).

If you have recently sold all of your Isentia Shares, please disregard this document.

Financial Adviser



Legal Adviser



Important notices

Defined terms

Capitalised terms used in this Scheme Booklet are defined in the Glossary in section 9 of this Scheme Booklet.

This Scheme Booklet

This Scheme Booklet includes the explanatory statement required to be sent to Isentia Shareholders in relation to the Scheme under Part 5.1 of the Corporations Act. A copy of the proposed Scheme is set out in Attachment C to this Scheme Booklet.

You should read this Scheme Booklet carefully and in its entirety before making a decision as to how to vote on the resolution to be considered at the Scheme Meeting. If you are in doubt as to what you should do, you should consult your legal, financial or other professional adviser.

Responsibility for information

- (a) Except as provided in paragraphs (b) to (d) below, the information in this Scheme Booklet has been provided by Isentia and is the responsibility of Isentia. Access Intelligence and its directors, officers and advisers do not assume any responsibility for the accuracy or completeness of any such Isentia information.
- (b) Access Intelligence has provided and is responsible for the Access Intelligence Information. Isentia and its directors, officers and advisers do not assume any responsibility for the accuracy or completeness of the Access Intelligence Information.
- (c) Deloitte has provided and is responsible for the information contained in section 7 of this Scheme Booklet. Neither Isentia nor Access Intelligence assumes any responsibility for the accuracy or completeness of the information contained in section 7 of this Scheme Booklet. Deloitte does not assume any responsibility for the accuracy or completeness of the information contained in this Scheme Booklet other than that contained in section 7.
- (d) The Independent Expert, KPMG, has provided and is responsible for the information contained in Attachment E to this Scheme Booklet. Isentia does not assume any responsibility for the accuracy or completeness of the information contained in Attachment E to this Scheme Booklet except in relation to information given by it to the Independent Expert. Access Intelligence does not assume any responsibility for the accuracy or completeness of the information contained in Attachment E to this Scheme Booklet. The Independent Expert does not assume any responsibility for the accuracy or completeness of the information contained in this Scheme Booklet other than that contained in Attachment E.
- (e) Link Market Services has had no involvement in the preparation of any part of this Scheme Booklet other than being named as Isentia's Share Registry. Link Market Services has not authorised or caused the issue of, and expressly disclaims and takes no responsibility for, any part of this Scheme Booklet.

Investment decisions

The information in this Scheme Booklet does not constitute financial product advice. This Scheme Booklet has been prepared without reference to the investment objectives,

financial situation or particular needs of any Isentia Shareholder or any other person. This Scheme Booklet should not be relied on as the sole basis for any investment decision. Independent legal, financial and taxation advice should be sought before making any investment decision in relation to your Isentia Shares.

ASIC and ASX involvement

This document is the explanatory statement for the scheme of arrangement between Isentia and the holders of Isentia Shares as at the Scheme Record Date for the purposes of section 412(1) of the Corporations Act. A copy of the proposed Scheme is included in this Scheme Booklet as Attachment C.

A copy of this Scheme Booklet (including the Independent Expert's Report) has been lodged with and registered for the purposes of section 412(6) of the Corporations Act by ASIC. ASIC has been requested to provide a statement in accordance with section 411(17)(b) of the Corporations Act that ASIC has no objection to the Scheme. If ASIC provides that statement, then it will be produced to the Court on the Court Approval Date.

Neither ASIC nor any of its officers take any responsibility for the contents of this Scheme Booklet.

A copy of this Scheme Booklet will be lodged with ASX. Neither ASX nor any of its officers take any responsibility for the contents of this Scheme Booklet.

Important notice associated with Court order under subsection 411(1) of the Corporations Act

The fact that under subsection 411(1) of the Corporations Act the Court has ordered that a meeting be convened and has approved the explanatory statement required to accompany the notice of the meeting does not mean that the Court:

- i) has formed any view as to the merits of the proposed Scheme or as to how members should vote (on this matter members must reach their own decision); or
- ii) has prepared, or is responsible for the content of, the explanatory statement.

Notice regarding Second Court Hearing and if an Isentia Shareholder wishes to oppose the Scheme

The date of the Second Court Hearing to approve the Scheme is Friday, 20 August 2021. The hearing will be at 9.15am (Sydney time) at the Supreme Court of New South Wales at Law Courts Building, 184 Phillip Street, Sydney NSW 2000.

Each Isentia Shareholder has the right to appear and be heard at the Second Court Hearing and if so advised, oppose the approval of the Scheme at the Second Court Hearing. If you wish to oppose in this manner, you must file and serve on Isentia a notice of appearance, in the prescribed form, together with any affidavit on which you wish to rely at the hearing. The notice of appearance and affidavit must be served on Isentia at its address for service at least one day before 20 August 2021. The address for service for Isentia is:

Isentia Group Limited, Level 3, 219-241 Cleveland St, Strawberry Hills, NSW 2012
(Attention: Company Secretary)
Email: Jacquie.Shanahan@isentia.com

Disclosure regarding forward-looking statements

This Scheme Booklet contains both historical and forward-looking statements.

The forward-looking statements in this Scheme Booklet are not based on historical facts, but rather reflect the current views of Isentia or, in relation to the Access Intelligence Information and Access Intelligence, held only as at the date of this Scheme Booklet concerning future results and events and generally may be identified by the use of forward-looking words or phrases such as “believe”, “aim”, “expect”, “anticipated”, “intending”, “foreseeing”, “likely”, “should”, “planned”, “may”, “estimated”, “potential”, or other similar words and phrases. Similarly, statements that describe Isentia’s and Access Intelligence’s objectives, plans, goals or expectations are or may be forward-looking statements.

The statements in this Scheme Booklet about the impact that the Scheme may have on the results of Isentia’s operations, and the advantages and disadvantages anticipated to result from the Scheme, are also forward-looking statements.

Any forward-looking statements included in the Access Intelligence Information have been made on reasonable grounds. Although Access Intelligence believes that the views reflected in any forward-looking statements included in the Access Intelligence Information have been made on a reasonable basis, no assurance can be given that such views will prove to have been correct.

Any other forward-looking statements included in this Scheme Booklet and made by Isentia have been made on reasonable grounds. Although Isentia believes that the views reflected in any forward-looking statements in this Scheme Booklet (other than the Access Intelligence Information, the information in section 7 and the information in Attachment E) have been made on a reasonable basis, no assurance can be given that such views will prove to have been correct.

These forward-looking statements involve known and unknown risks, uncertainties, assumptions and other factors that may cause either Isentia’s or Access Intelligence’s actual results, performance or achievements to differ materially from the anticipated results, performance or achievements expressed, projected or implied by these forward-looking statements. Deviations as to future results, performance and achievements are both normal and to be expected. Isentia Shareholders should note that the historical financial performance of Isentia is no assurance of future financial performance of Isentia (whether the Scheme is implemented or not). Isentia Shareholders should review carefully all of the information included in this Scheme Booklet. The forward-looking statements included in this Scheme Booklet are made only as of the date of this Scheme Booklet. Neither Isentia, nor Access Intelligence nor their directors give any representation, assurance or guarantee to Isentia Shareholders that any forward-looking statements will actually occur or be achieved. Isentia Shareholders are cautioned not to place undue reliance on such forward-looking statements.

Subject to any continuing obligations under law or the ASX Listing Rules, Isentia and Access Intelligence do not give any undertaking to update or revise any forward-looking statements after the date of this Scheme Booklet to reflect any change in expectations in relation to those statements or any change in events, conditions or circumstances on which any such statement is based.

Privacy and personal information

Isentia and Access Intelligence may collect personal information to implement the Scheme. The personal information may include the names, contact details and details of holdings of Isentia Shareholders, plus contact details of individuals appointed by Isentia

Shareholders as proxies, corporate representatives or attorneys at the Scheme Meeting. The collection of some of this information is required or authorised by the Corporations Act.

Link Market Services advises that personal information it holds about you (including your name, address, date of birth and details of the financial assets) is collected by Link Market Services to administer your investment. Personal information is held on the public register in accordance with Chapter 2C of the Corporations Act. Some or all of your personal information may be disclosed to contracted third parties, or related Link Market Services companies in Australia and overseas. Your information may also be disclosed to Australian government agencies, law enforcement agencies and regulators, or as required under other Australian law, contract, and court or tribunal order. For further details about our personal information handling practices, including how you may access and correct your personal information and raise privacy concerns, visit our website at www.linkmarketservices.com.au for a copy of the Link Market Services' condensed privacy statement, or contact us by phone on +61 1300 554 474 (free call within Australia) 9.00am to 5.00pm (Sydney time) Monday to Friday (excluding public holidays) to request a copy of our complete privacy policy.

The information may be disclosed to print and mail service providers, and to Isentia and Access Intelligence and their respective related bodies corporate and advisers to the extent necessary to effect the Scheme. If the information outlined above is not collected, Isentia may be hindered in, or prevented from, conducting the Scheme Meeting or implementing the Scheme effectively or at all. Isentia Shareholders who appoint an individual as their proxy, corporate representative or attorney to vote at the Scheme Meeting should inform that individual of the matters outlined above.

Notice to persons outside Australia

This Scheme Booklet and the Scheme are subject to Australian disclosure requirements, which may be different from the requirements applicable in other jurisdictions. The financial information included in this document is based on financial statements that have been prepared in accordance with Australian equivalents to International Financial Reporting Standards, which may differ from generally accepted accounting principles in other jurisdictions.

This Scheme Booklet and the Scheme do not in any way constitute an offer of securities in any place in which, or to any person to whom, it would not be lawful to make such an offer.

Effect of rounding

A number of figures, amounts, percentages, estimates, calculations of value and fractions in this Scheme Booklet are subject to the effect of rounding. Accordingly, the actual calculation of these figures may differ from the figures set out in this Scheme Booklet.

Times and dates

Unless otherwise stated, all times referred to in this Scheme Booklet are times in Sydney, Australia. All dates following the date of the Scheme Meeting are indicative only and are subject to the Court approval process and the satisfaction or, where applicable, waiver of the conditions precedent to the implementation of the Scheme (see section 1.2 of this Scheme Booklet).

Currency

The financial amounts in this Scheme Booklet are expressed in Australian currency unless otherwise stated. A reference to \$ and cents is to Australian currency, unless otherwise stated.

Date

This Scheme Booklet is dated 19 July 2021.

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Chairman's Letter

Dear Isentia Shareholder,

On behalf of the Isentia Board, I am providing you with this Scheme Booklet, which outlines details you will need to consider in relation to the proposed acquisition of Isentia by Access Intelligence (a company registered in the United Kingdom).

Background

On 15 June 2021, Isentia and Access Intelligence announced that they had entered into a Scheme Implementation Deed under which Access Intelligence agreed to acquire 100% of the issued capital in Isentia for a total cash payment of \$0.175 per Isentia Share (**Total Cash Consideration**). On the same day as the announcement, Access Intelligence, (through its wholly-owned subsidiary Vuelio Australia Pty Limited), acquired approximately a 19.6% shareholding in Isentia. Accordingly the Scheme now relates to Access Intelligence acquiring the remaining 80.4% shareholding in Isentia that it does not currently own. Access Intelligence will not be able to vote in the Scheme Meeting in respect of its shareholding (Excluded Shareholder).

If the Scheme proceeds, Isentia Shareholders (other than Excluded Shareholders) will receive a cash payment of \$0.175 per Isentia Share (being the Total Cash Consideration).

Independent Expert

The Isentia Directors appointed KPMG as the Independent Expert to assess the merits of the Scheme.

Based on the Total Cash Consideration, the Independent Expert has determined that, in the absence of a Superior Proposal, the Scheme is fair and reasonable and therefore in its opinion, is in the best interests of Isentia Shareholders.

A complete copy of the Independent Expert's Report is included in Annexure E of this Scheme Booklet.

Isentia Directors' recommendation

Your Isentia Board has carefully considered the proposal from Access Intelligence and **unanimously recommends that Isentia Shareholders vote in favour of the Scheme**, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Isentia Shareholders.¹

Subject to those same qualifications, the Isentia Directors, who collectively hold or control approximately 1.1% of the Isentia Shares, intend to vote or procure the vote of all of those Isentia Shares in favour of the Scheme.

The Isentia Directors have considered the advantages and disadvantages of the proposed Scheme, along with the outlook for the Company, its ongoing capital

¹ You should note when considering this recommendation that one of the Isentia Directors, Ed Harrison, will be receiving a benefit if the Scheme proceeds, in the sense that he will be entitled to have certain deferred equity rights (with an implied value of \$19,895 based on the Scheme Consideration) vest as shares if the Scheme proceeds. The arrangements are described in more detail in section 8.1.

expenditure requirements, the risks associated with the changing competitive landscape and industry conditions and Isentia's limited covenant headroom and have come to their recommendation having regard to the following:

- **Attractive premium:** The cash consideration of \$0.175 per share represents:
 - 157% premium to the closing price of Isentia shares on ASX of \$0.068 per share on 11 June 2021²
 - 144% premium to the 1-month VWAP³ of Isentia shares of \$0.072 per share
 - 39% premium to the 12-month VWAP of Isentia shares of \$0.13 per share
- **Certainty of value:** the cash consideration provides Isentia shareholders with certainty of value and the opportunity to realise their investment in full for cash.
- **Limited conditionality:** the Scheme is subject to limited conditions as is customary for transactions of this type, including a material adverse change condition, court approval and approval by the shareholders of Isentia. The condition precedent relating to Access Intelligence shareholder approval was satisfied on 9 July 2021. It is not subject to financing or due diligence.

If the Scheme does not proceed Isentia will continue with the execution of its current business strategy in FY22 and it is likely Isentia will need to raise equity capital to repay debt and fund working capital and ongoing investment in the business. There can be no certainty that such an equity raise would be successful nor as to the price at which any capital raise would be undertaken. Such a capital raising would be dilutive to shareholders who are ineligible or choose not to participate in the equity raising. FY22 may also be impacted by the business challenges faced in FY21.

How to vote

Your vote is important and the Isentia Directors and I encourage you to submit your vote on this Scheme of Arrangement. The outcome of the meeting will apply to you whether or not you vote and your Directors are therefore encouraging you to exercise your vote so that you have a say in the future of the Company.

Having regard to the uncertainty and potential health risks associated with large gatherings during the COVID-19 pandemic, Isentia Shareholders will not be able to attend the Scheme Meeting in person. Isentia Shareholders who participate in the Scheme Meeting via the online platform will be able to listen to the Scheme Meeting, cast an online vote and ask questions online. You may vote at the Scheme Meeting by joining the Scheme Meeting via the online platform at <https://agmlive.link/ISDSM21> or by appointing a proxy, corporate representative or attorney to vote at the Scheme Meeting on your behalf.

If you do not wish to, or are unable to, participate in the virtual Scheme Meeting, you may vote by lodging your direct vote or proxy online at www.linkmarketservices.com.au, or, if you received a hardcopy voting form, by following the instructions on the voting form.

² Friday 11 June 2021, being the last trading day prior to this announcement.

³ Volume weighted average price based on cumulative trading volume and value up to and including 11 June 2021.

See “How to Vote” on page 17 and the Notice of Meeting in Attachment A for more information.

Further Information

The Scheme Booklet sets out important information relating to the Scheme and the reasons why the Isentia Directors have made their recommendations, together with the Independent Expert’s Report. The Scheme Booklet also sets out some of the reasons why you may wish to vote against the Scheme.

Please read this document carefully and in its entirety. It will assist you in making an informed decision on how to vote. I also recommend that you seek independent financial, legal and taxation advice before making any decision in relation to your Isentia Shares.

If you have any questions in relation to this Scheme Booklet or the Scheme, you should contact the Isentia Shareholder Information line on 1300 158 729 (within Australia) and +61 2 9066 4058 (outside Australia) between 9.00am and 6.00pm (Sydney time) on Business Days.

On behalf of the Isentia Board, I would like to take this opportunity to thank you for your ongoing support of Isentia and I look forward to your participation at the Scheme Meeting.

Yours sincerely,

Doug Snedden

Chairman

ISENTIA DIRECTORS’ RECOMMENDATION

*Your Isentia Board has carefully considered the proposal from Access Intelligence and **unanimously recommends that Isentia Shareholders vote in favour of the Scheme**, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Isentia Shareholders.*

Subject to those same qualifications, the Isentia Directors, who collectively hold or control approximately 1.1% of the Isentia Shares, intend to vote or procure the vote of all of those Isentia Shares in favour of the Scheme.

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⁴ You should note when considering this recommendation that one of the Isentia Directors, Ed Harrison, will be receiving a benefit if the Scheme proceeds, in the sense that he will be entitled to have certain deferred equity rights (with an implied value of \$19,895 based on the Scheme Consideration) vest as shares if the Scheme proceeds. The arrangements are described in more detail in section 8.1.

Key dates

DATE	EVENT
9.00am on Sunday, 15 August 2021	Scheme Meeting proxies - the last date and time by which proxy forms (including proxies lodged online), powers of attorney or certificates of appointment of body corporate representative for the Scheme Meeting must be received by the Share Registry.
7.00pm on Sunday, 15 August 2021	Scheme Meeting record date - Date and time for determining eligibility to vote at the Scheme Meeting.
9:00am on Tuesday, 17 August 2021	Scheme Meeting
IF ISENTIA SHAREHOLDERS APPROVE THE SCHEME AT THE SCHEME MEETING	
Friday, 20 August 2021	Second Court Date to approve the Scheme
Friday, 20 August 2021	<p>Effective Date - this is the date on which the Scheme comes into effect and is binding on ISENTIA Shareholders (other than Excluded Shareholders). Court order lodged with ASIC and announced on ASX.</p> <p>ISENTIA Shares will be suspended from trading at the close of trading on ASX on the Effective Date. If the Scheme proceeds, this will be the last day that ISENTIA Shares will trade on ASX.</p>
Wednesday, 25 August 2021	Scheme Record Date - all ISENTIA Shareholders (other than Excluded Shareholders) who hold ISENTIA Shares on the Scheme Record Date will be entitled to receive the Scheme Consideration.
Wednesday, 01 September 2021	Implementation Date - all Scheme Shareholders will be sent the Scheme Consideration to which they are entitled on this date.

All dates following the date of the Scheme Meeting are indicative only and are subject to the Court approval process and the satisfaction or, where applicable, waiver of the conditions precedent to the implementation of the Scheme (see section 1.2 of this Scheme Booklet). All dates and times, unless otherwise indicated, refer to the date and time in Sydney, Australia. Any changes to the above timetable will be announced to ASX and notified on ISENTIA's website at www.isentia.com.

Purpose of this Scheme Booklet

This Scheme Booklet provides Isentia Shareholders who have invested in Isentia Group Limited (ASX: ISD) with information about the proposed acquisition by Access Intelligence for all the Isentia Shares that it does not already own.

Isentia is pleased to announce that the Australian Securities and Investments Commission (ASIC) has registered the Scheme Booklet in relation to the proposed scheme of arrangement under which Access Intelligence, will acquire all Isentia Shares from Isentia Shareholders (other than Excluded Shareholders) for a Total Cash Consideration of \$0.175 per Isentia Share.

The Scheme Booklet includes the Independent Expert's Report and Notice of Scheme Meeting as well as information about Isentia and Access Intelligence.

In the absence of a Superior Proposal, each Isentia Director unanimously recommends that Isentia Shareholders vote in favour of the Scheme and intends to vote all Isentia Shares that he or she holds or controls in favour of the Scheme.⁵

The transaction will be effected by way of a scheme of arrangement, enabling Isentia Shareholders to vote on the Scheme.

The purpose of this Scheme Booklet is to explain the terms of the proposed Scheme and provide you with information on the Scheme to assist you in your decision whether or not to vote in favour of the Scheme.

In order to minimise the health risks created by the COVID-19 pandemic, and in accordance with Federal and State government directions and restrictions with respect to non-essential gatherings of people, the Scheme Meeting is scheduled to be held virtually. If you cannot participate in the virtual Scheme Meeting, you should lodge a direct vote or directed proxy either online or, if you received a hardcopy voting form, by following the instructions on the voting form as soon as possible. Your voting form must be received by the Share Registry or lodged online by no later than 9:00am (AEDT) on Sunday, 15 August 2021.

You should read this Scheme Booklet in full before deciding how to vote. The Scheme has a number of advantages, disadvantages and risks, which may affect Isentia Shareholders in different ways depending on their individual circumstances. Isentia Shareholders should seek professional advice on their particular circumstances, as appropriate.

Reasons to vote in favour of the Scheme

	The Isentia Directors unanimously recommend that you vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to consider the Scheme to be in the best interests of Isentia Shareholders
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⁵ You should note when considering this recommendation that one of the Isentia Directors, Ed Harrison, will be receiving a benefit if the Scheme proceeds, in the sense that he will be entitled to have certain deferred equity rights (with an implied value of \$19,895 based on the Scheme Consideration) vest as shares if the Scheme proceeds. The arrangements are described in more detail in section 8.1.

✓	The Independent Expert has determined that, in the absence of a Superior Proposal, the Scheme is fair and reasonable and therefore in its opinion, is in the best interests of Isentia Shareholders
✓	The Total Cash Consideration of \$0.175 cash per Isentia Share represents a significant premium for your Isentia Shares relative to historical trading prices, prior to the announcement of the Scheme
✓	The Scheme provides the opportunity to realise certain cash value for all of your investment in Isentia
✓	No Superior Proposal has emerged since the announcement of the Scheme
✓	If the Scheme does not proceed, the Isentia Share price may fall, including to a price that is well below the value of the Total Cash Consideration
✓	If the Scheme does not proceed, it is likely that Isentia will need to raise equity capital to repay debt and fund working capital and ongoing investment in the business. Such a capital raising would be dilutive to shareholders who are ineligible or choose not to participate in the equity raising. Further, there can be no certainty that the capital raise will be successful nor to the price at which any capital raise will be undertaken which may be well below the value of the Total Cash Consideration
✓	If the Scheme does not proceed, you will continue to be subject to the risks associated with Isentia's business and general market risks such as a changing competitive landscape, industry conditions, continued competition in ANZ which has affected customer retention and pricing, ongoing COVID-19 headwinds in Isentia's South East Asian markets, the results of the Copyright Tribunal, Isentia's limited covenant headroom and business challenges faced by Isentia in FY21 rather than realising certain value for all of your Isentia Shares through the Scheme

For more information about the reasons to vote in favour of the Scheme, please see section 2.2 of this Scheme Booklet which Isentia Shareholders should read carefully and in its entirety.

Reasons not to vote in favour of the Scheme

X	You may disagree with the Isentia Directors' unanimous recommendation or the Independent Expert's conclusion and believe the Scheme is not in your best interests
X	You may consider that the Total Cash Consideration does not reflect Isentia's long-term potential
X	You may believe that there is potential for a Superior Proposal to be made in the foreseeable future

X	The tax consequences of the Scheme may not suit your current financial circumstances
X	You may believe it is in your best interests to maintain your current investment and risk profile
X	You may prefer to participate in the future financial performance of the ISENTIA business

For more information about the reasons to vote against the Scheme, please see section 2.3 of this Scheme Booklet which ISENTIA Shareholders should read carefully and in its entirety.

Next steps

(a) Carefully read this Scheme Booklet

This is an important document and you should read it carefully and in its entirety before making a decision on how to vote at the Scheme Meeting.

(b) Vote on the Scheme

As an Isentia Shareholder (unless you are an Excluded Shareholder), you are entitled to vote on whether the Scheme should proceed at the Scheme Meeting.

Please refer to the following pages of this Scheme Booklet for details on how to vote at the Scheme Meeting, including by proxy.

(c) Seek further information

If you have any questions in relation to the Scheme or the number of Isentia Shares you hold or how to vote, please call the Shareholder Information Line on 1300 158 729 (within Australia) and +61 2 9066 4058 (outside Australia) Monday to Friday between 9.00am and 6.00pm (Sydney time).

If you have any doubts as to the actions you should take or you have further questions, please contact your legal, investment or other professional adviser.

(d) Why you should vote

As an Isentia Shareholder (unless you are an Excluded Shareholder), you have a say in whether Access Intelligence will acquire all of the issued shares in Isentia that it does not already own. This is your opportunity to play a role in deciding the future of Isentia.

How to vote

Who is entitled to vote at the Scheme Meeting?

If you are registered on the Register as an Isentia Shareholder (other than an Excluded Shareholder) at 7.00pm (Sydney time) on Sunday, 15 August 2021, then you will be entitled to attend and vote at the Scheme Meeting. Voting is not compulsory.

Joint Holders

In the case of Isentia Shares held by joint holders, only one of the joint holders is entitled to vote. If more than one shareholder votes in respect of jointly held Isentia Shares, only the vote of the Isentia Shareholder whose name appears first in the Register will be counted.

Your vote is important

In order for the Scheme to be implemented, the Scheme Resolution must be approved by Isentia Shareholders (other than Excluded Shareholders) at the Scheme Meeting.

For this reason the Isentia Directors unanimously recommend that you vote in favour of the Scheme Resolution in the absence of a Superior Proposal and subject to the Independent Expert concluding that the Scheme is in the best interests of Isentia Shareholders.⁶

If you are unable to participate in the Scheme Meeting via the online platform at <https://agmlive.link/ISDSM21>, the Isentia Directors urge you to complete and return, in the enclosed reply paid envelope, the personalised proxy form that accompanies this Scheme Booklet or lodge your proxy form online at Link Market Services' website (www.linkmarketservices.com.au) in accordance with the instructions given there.

Location and details of Scheme Meeting

The details of the Scheme Meeting are as follows:

Location	Online at https://agmlive.link/ISDSM21
Date	Tuesday, 17 August 2021
Time	9.00am

Having regard to the uncertainty and potential health risks associated with large gatherings during the COVID-19 pandemic, Isentia Shareholders will not be able to attend the Scheme Meeting in person. Isentia Shareholders who participate in the Scheme Meeting via the online platform will be able to listen to the Scheme Meeting, cast an online vote and ask questions online.

⁶ You should note when considering this recommendation that one of the Isentia Directors, Ed Harrison, will be receiving a benefit if the Scheme proceeds, in the sense that he will be entitled to have certain deferred equity rights (with an implied value of \$19,895 based on the Scheme Consideration) vest as shares if the Scheme proceeds. The arrangements are described in more detail in section 8.1.

Scheme Meeting

A copy of the Notice of Scheme Meeting is set out in Attachment A to this Scheme Booklet.

Section 3.2(b) of this Scheme Booklet provides details of the Scheme Resolution and the voting majorities that are required for the Scheme Resolution.

Voting online, by attorney or corporate representative

(a) Voting online

If you wish to vote online, you must participate in the Scheme Meeting via the online platform at <https://agmlive.link/ISDSM21>.

Online voting will be open between the start of the Scheme Meeting and the closing of voting as announced by the chairperson during the Scheme Meeting.

(b) Voting by proxy

If you cannot participate in the Scheme Meeting via the online platform, you may vote by proxy by completing the proxy form accompanying this Scheme Booklet.

A validly appointed proxy will have the right to vote on the poll and also to ask questions at the meeting. A proxy cannot be appointed electronically if they are appointed under a power of attorney or similar authority. If you have appointed a proxy and participate in and vote at the Scheme Meeting, the authority of your proxy to participate and vote, on your behalf, is automatically suspended. However, if you view a live webcast of the Scheme Meeting as a 'visitor', you will not revoke your proxy appointment.

A vote given in accordance with the terms of a proxy appointment is valid despite the revocation of that appointment, unless notice in writing of the revocation has been received by the Share Registry before the start of the meeting (or, if the meeting is adjourned or postponed, before the resumption of the meeting in relation to the resumed part of the meeting) in any of the ways set out below.

You should consider how you wish your proxy to vote. That is, whether you want your proxy to vote 'for' or 'against', or abstain from voting on, the Scheme Resolution, or whether to leave the decision to the proxy after he or she has considered the matters discussed at the meeting.

If you do not direct your proxy how to vote on the Scheme Resolution, the proxy may vote, or abstain from voting, as he or she thinks fit. If you instruct your proxy to abstain from voting on an item of business, he or she is directed not to vote on your behalf, and the shares the subject of the proxy appointment will not be counted in computing the required majority.

If you return your proxy form:

- without identifying a proxy on it, you will be taken to have appointed the chairperson of the meeting as your proxy to vote on your behalf; or
- with a proxy identified on it but your proxy does not participate in the meeting, the chairperson of the meeting will act in place of your nominated proxy and vote in accordance with any directions on your proxy form.

The chairperson of the meeting intends to vote all available undirected proxies in favour of the Scheme Resolution, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Isentia Shareholders.

(c) Voting by power of attorney

You may appoint an attorney to participate in and vote at the meeting on your behalf. Your attorney need not be another Isentia Shareholder. Each attorney will have the right to vote on the poll and also to speak at the Scheme Meeting.

The power of attorney appointing your attorney to participate in and vote at the meeting must be duly executed by you and specify your name, the company (that is, Isentia) and the attorney, and also specify the meeting(s) at which the appointment may be used. The appointment may be a standing one.

The power of attorney, or a certified copy of the power of attorney, should be received by the Share Registry before 9:00am on the Sunday, 15 August 2021 (or, if the meeting is adjourned or postponed, no later than 48 hours before the resumption of the meeting in relation to the resumed part of the meeting) in any ways specified below for proxy forms, except that the power of attorney or a certified copy of the power of attorney cannot be lodged online or by mobile device.

A validly appointed attorney wishing to participate in and vote at the Scheme Meeting via the online platform will require the appointing Isentia Shareholder's name and postcode and the SRN/HIN of the shareholding in order to access the online platform.

(d) Voting by corporate representative

A body corporate which is an Isentia Shareholder may appoint an individual to act as its corporate representative. The appointment must comply with the requirements of section 250D and 253B of the Corporations Act. A form of certificate may be downloaded via www.linkmarketservices.com.au or obtained from the Share Registry by calling +61 1300 554 474 (free call within Australia) 9.00am to 5.00pm (Sydney time) Monday to Friday (excluding public holidays). The certificate of appointment may set out restrictions on the representative's powers.

The certificate must be received by the Share Registry prior to the Scheme Meeting. Isentia Shareholders may submit the certificate:

- via email, by sending it to vote@linkmarketservices.com.au; or
- in any of the ways specified for proxy forms below, except that a certificate of appointment of a corporate representative cannot be lodged online or by mobile device.

If a certificate is completed by an individual or corporation under power of attorney or other authority, the power of attorney or other authority, or a certified copy of the power of attorney or other authority, must accompany the completed certificate unless the power of attorney or other authority has previously been received by the Share Registry.

A validly appointed corporate representative wishing to participate in and vote at the Scheme Meeting via the online platform will require the appointing Isentia Shareholder's name and postcode and the SRN/HIN of the holding in order to access the online platform.

(e) How to submit a proxy form

To appoint a proxy, please complete and sign the personalised proxy form accompanying this Scheme Booklet in accordance with the instructions set out on the proxy form or lodge your proxy vote online at Link Market Services' website (www.linkmarketservices.com.au) in accordance with the instructions given there. You may complete the proxy form in favour of the Chairperson of the Scheme Meeting or appoint up to two proxies to attend and vote on your behalf at the Scheme Meeting.

TO BE VALID, PROXY FORMS FOR THE SCHEME MEETING MUST BE RECEIVED BY THE SHARE REGISTRY BY NO LATER THAN 9:00AM (SYDNEY TIME) ON SUNDAY, 15 AUGUST 2021. PROXY FORMS RECEIVED AFTER THIS TIME WILL BE INVALID.

Proxy forms, duly completed in accordance with the instructions set out on the proxy form, may be returned to the Share Registry:

- by posting them in the reply paid envelope provided;
- by delivering them to the Share Registry during normal business hours at the following address:
 - 1A Homebush Bay Drive, Rhodes NSW 2138; or
 - Level 12, 680 George Street, Sydney NSW 2000;
- by faxing them to +61 2 9287 0309;
- by posting them to Link Market Services Limited, Locked Bag A14, Sydney South NSW 1235, Australia;
- by mobile device (if you have a smart phone, you can now lodge your vote via the Link website www.linkmarketservices.com.au or by scanning the QR code on the proxy form. To scan the code you will need a QR code reader application which can be downloaded for free on your mobile device. Log in using the SRN/HIN and postcode for your shareholder); or
- online at www.linkmarketservices.com.au

If a proxy form is completed by an individual or corporation under power of attorney or other authority, the power of attorney or other authority, or a certified copy of the power of attorney or other authority, must accompany the completed proxy form unless the power of attorney or other authority has previously been received by the Share Registry.

Questions

Isentia Shareholders will have a reasonable opportunity to ask questions during the Scheme Meeting via the online platform. Isentia Shareholders who prefer to register questions in advance of the Scheme Meeting are also invited to do so by submitting questions online at www.linkmarketservices.com.au. The chairperson of the Scheme Meeting will endeavour to address as many of the more frequently raised relevant questions as possible during the course of the Scheme Meeting. However, there may not be sufficient time available during the Scheme Meeting to address all of the questions raised. Please note that individual responses will not be sent to Isentia Shareholders. Questions must be submitted to the Share Registry by 5.00pm (Sydney time) on Tuesday, 10 August 2021.

Technical difficulties

Technical difficulties may arise during the course of the Scheme Meeting. The chairperson has discretion as to whether and how the Scheme Meeting should proceed in the event that a technical difficulty arises. In exercising this discretion, the chairperson will have regard to the number of Isentia Shareholders impacted and the extent to which participation in the business of the meeting is affected. Where the chairperson considers it appropriate, the chairperson may continue to hold the Scheme Meeting and transact business, including conducting a poll and voting in accordance with valid proxy instructions.

Advertisement

Where this Notice of Scheme Meeting is advertised unaccompanied by the Scheme Booklet, a copy of the Scheme Booklet can be obtained by anyone from ASX's website (www2.asx.com.au) or from Isentia's transaction website (www.isentia.com/investors/) or by contacting the Share Registry.

Frequently asked questions

QUESTION
AN OVERVIEW OF THE SCHEME
Why have I received this Scheme Booklet? <p>This scheme booklet has been sent to you because you are an Isentia Shareholder. All Isentia Shareholders (other than Excluded Shareholders) are being asked to vote on a Scheme which, if approved and implemented, will result in Access Intelligence acquiring all Isentia Shares (other than Excluded Shares) for the Total Cash Consideration of \$0.175 cash for each Isentia Share held on the Scheme Record Date.</p> <p>This Scheme Booklet is intended to help you to decide how to vote on the Scheme Resolution which needs to be passed at the Scheme Meeting to enable the Scheme to proceed.</p>
What is the Scheme? <p>A Scheme is a statutory arrangement facilitated by Part 5.1 of the Corporations Act between a company and the shareholders. It is commonly used in Australia to undertake an acquisition of a publicly listed company.</p> <p>On 15 June 2021, Isentia announced the proposed Scheme to the ASX. If the Scheme is approved and implemented, Isentia Shareholders (other than Excluded Shareholders⁷) who hold Isentia Shares on the Scheme Record Date will receive Total Cash Consideration of \$0.175 for each Isentia Share they own. If the Scheme becomes Effective, Access Intelligence will acquire all of the Scheme Shares that it does not already own for the Scheme Consideration and Isentia will be removed from the official list of the ASX.</p>
Who is Access Intelligence? <p>Access Intelligence is a public company incorporated in England and Wales that is listed on the Alternative Investment Market (AIM) market of the London Stock Exchange. As at 8 July 2021, Access Intelligence had a market capitalisation of approximately £103.1 million or A\$190.6 million (based on an exchange rate of 0.5408 pounds sterling to one Australian dollar as at 8 July 2021).</p> <p>Access Intelligence is a provider of media intelligence software, delivering software as a service (SaaS) solutions for the corporate communications and reputation management industry. The Access Intelligence software portfolio consists of three core solutions – Vuelio, ResponseSource and Pulsar. Together the portfolio offers a range of applications for reputation management, through the cloud, to clients in the public relations, marketing and communication industries. Access Intelligence has operations in the UK, USA and Australia, and has over 3,500 customers.</p>

⁷ 'Excluded Shareholders' means any Access Intelligence Group Member holding or controlling Isentia Shares. As at the date of this Scheme Booklet, Access Intelligence (through its wholly-owned subsidiary, Vuelio Australia Pty Ltd) owns approximately 19.6% of the total number of Isentia Shares on issue. Those Isentia Shares held by Vuelio Australia Pty Ltd will not be acquired under the Scheme and Vuelio Australia Pty Ltd will not be able to vote those Isentia Shares on the Scheme.

QUESTION

How will the Scheme be implemented?

In order for the Scheme to be implemented, all Conditions under the Scheme Implementation Deed must be satisfied or waived (if capable), the Scheme Resolution must be approved by ISENTIA Shareholders (other than Excluded Shareholders) at the Scheme Meeting and the Scheme must be approved by the Court.

What do the ISENTIA Directors recommend?

The ISENTIA Directors have considered all of the advantages and disadvantages of the Scheme and unanimously recommend that ISENTIA Shareholders vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to consider the Scheme to be in the best interests of ISENTIA Shareholders.⁸

The ISENTIA Directors consider that the reasons for ISENTIA Shareholders to vote in favour of the Scheme outweigh the reasons to vote against it.

The ISENTIA Directors encourage you to seek independent financial, taxation, legal, or other professional advice in relation to your vote on the Scheme.

How are the ISENTIA Directors intending to vote?

Each of the ISENTIA Directors who holds or controls ISENTIA Shares intends to vote all ISENTIA Shares held or controlled by them in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to consider the Scheme to be in the best interests of ISENTIA Shareholders.

What is the Independent Expert's opinion of the Scheme?

The Independent Expert has determined that, in the absence of a Superior Proposal, the Scheme is fair and reasonable and therefore in its opinion, is in the best interests of ISENTIA Shareholders.

The Independent Expert has estimated the full underlying value of ISENTIA to be in the range of \$0.13 and \$0.18 per ISENTIA Share.

The Independent Expert's Report is included as Attachment E to this Scheme Booklet.

The ISENTIA Directors recommend that you read the Independent Expert's Report carefully and in its entirety.

Why you may consider voting in favour of the Scheme

- The ISENTIA Directors unanimously recommend that you vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to consider the Scheme to be in the best interests of ISENTIA Shareholders

⁸ You should note when considering this recommendation that one of the ISENTIA Directors, Ed Harrison, will be receiving a benefit if the Scheme proceeds, in the sense that he will be entitled to have certain deferred equity rights (with an implied value of \$19,895 based on the Scheme Consideration) vest as shares if the Scheme proceeds. The arrangements are described in more detail in section 8.1.

QUESTION

- The Independent Expert has determined that, in the absence of a Superior Proposal, the Scheme is fair and reasonable and therefore in its opinion, is in the best interests of Isentia Shareholders
- The Total Cash Consideration of \$0.175 cash per Isentia Share represents a significant premium for your Isentia Shares relative to historical trading prices, prior to the announcement of the Scheme
- The Scheme provides the opportunity to realise certain cash value for all of your investment in Isentia
- No Superior Proposal has emerged since the announcement of the Scheme
- If the Scheme does not proceed, the Isentia Share price may fall, including to a price that is well below the value of the Total Cash Consideration
- If the Scheme does not proceed, it is likely that Isentia may need to raise equity capital to repay debt and fund working capital and ongoing investment in the business. Such a capital raising would be dilutive to you if you are ineligible or choose not to participate in the equity raising. In addition, there can be no certainty that such a capital raise would be successful nor as to the price of any such equity raise
- If the Scheme does not proceed, you will continue to be subject to the risks associated with Isentia's business and general market risks such as a changing competitive landscape, industry conditions, continued competition in ANZ which has affected customer retention and pricing, ongoing COVID-19 headwinds in Isentia's South East Asian markets, the results from the Copyright Tribunal, Isentia's limited covenant headroom and business challenges faced by Isentia in FY21 rather than realising certain value for all of your Isentia Shares through the Scheme

QUESTION

Why you may consider voting against the Scheme

- You may disagree with the Isentia Directors' unanimous recommendation or the Independent Expert's conclusion and believe the Scheme is not in your best interests
- You may consider that the Total Cash Consideration does not reflect Isentia's long-term potential
- You may believe that there is potential for a Superior Proposal to be made in the foreseeable future
- The tax consequences of the Scheme may not suit your current financial circumstances
- You may believe it is in your best interests to maintain your current investment and risk profile
- You may prefer to participate in the future financial performance of the Isentia business

What will happen if a Superior Proposal emerges?

Until the Scheme is approved by the Court, other parties may make unsolicited acquisition proposals for Isentia.

If, during the Exclusivity Period, Isentia is approached in relation to an actual, proposed or potential Competing Proposal it must notify Access Intelligence of the approach.

If the Competing Proposal is a Superior Proposal, Access Intelligence will be given at least four Business Days to provide a bona fide superior counterproposal which at least exceeds the price of the actual, proposed or potential Competing Proposal (**Price Superior Counterproposal**).

If Access Intelligence makes a Price Superior Counterproposal, then it shall be at the Isentia Board's discretion to determine whether or not such counterproposal constitutes a superior counterproposal and Isentia must procure that the Isentia Board acts reasonably and in good faith in making its determination.

These (and other) provisions of the Scheme Implementation Deed are summarised in greater detail in section 3.

If a Competing Proposal for Isentia emerges prior to the Second Court Hearing, the Isentia Directors will carefully consider the proposal and determine whether it is a Superior Proposal. An exception to certain exclusivity arrangements in the Scheme Implementation Deed allows them to do so.

Isentia will keep you updated of any material developments, including by making announcements via the ASX.

Is there a break fee payable?

QUESTION

Under the Scheme Implementation Deed, Isentia must pay Access Intelligence a reimbursement fee of \$500,000 if certain events occur, including if:

- during the Exclusivity Period, a majority of the Isentia Board withdraws, adversely revises or adversely qualifies their recommendation of the Scheme unless:
 - the Independent Expert concludes in the Independent Expert's Report that the Scheme is not in the best interests of Isentia Shareholders (other than Excluded Shareholders) (except where that conclusion is due wholly or partly to the existence, announcement or publication of a Competing Proposal); or
 - Isentia is entitled to terminate the Scheme Implementation Deed under clause 14.1(a)(i) of the Scheme Implementation Deed and has given the appropriate termination notice to Access Intelligence;
- during the Exclusivity Period, a majority of the Isentia Board recommends that Isentia Shareholders accept or vote in favour of, or otherwise support or endorse a Competing Proposal of any kind that is announced (whether or not such proposal is stated to be subject to any pre-conditions) during the Exclusivity Period;
- a Competing Proposal is announced during the Exclusivity Period and, within 12 months, that third party or an associate of that third party completes a certain Competing Proposal or Superior Proposal or otherwise acquires voting power of 50% or more in Isentia or otherwise acquires substantially all of the assets of Isentia; or
- Access Intelligence has terminated the Scheme Implementation Deed under clauses 14.1(a)(i) or 14.1(c) (other than in respect of termination under clause 14.1(c)) in circumstances where the Independent Expert concludes that the Scheme is not in the best interests of Isentia Shareholders (other than Excluded Shareholders) (except where that conclusion is due wholly or partly to the existence, announcement or publication of a Competing Proposal) and the Scheme does not complete.

What are the risks associated with an investment in Isentia if the Scheme does not become Effective?

You will remain an Isentia Shareholder and be subject to the business and general risks of holding your Isentia Shareholding as you have prior to the commencement of the Scheme.

If the Scheme does not proceed, it is likely that Isentia will need to raise equity to repay debt and fund working capital and ongoing investment in the business. Such a capital raising would be dilutive to you if you are ineligible or choose not to participate in the equity raising. There is no certainty as to the ability to raise capital nor the price as to which the equity will be raised at.

If the Scheme does not proceed, the value that Isentia Shareholders will be able to realise from their Isentia Shares (in terms of any future dividends and the price of those Shares) will be uncertain and subject to a number of risks including risks as associated with Isentia's business and general market risks such as a changing competitive

QUESTION

landscape, industry conditions, continued competition in ANZ which has affected customer retention and pricing, ongoing COVID-19 headwinds in Isentia's South East Asian markets, the results of the Copyright Tribunal, Isentia's limited covenant headroom and business challenges faced by Isentia in FY21.

Among other things, this will also be subject to the performance of Isentia's business from time to time, general economic conditions and the movement in the share market.

Further information on the risks associated with the Scheme not becoming Effective are in section 6 of this Scheme Booklet.

AN OVERVIEW OF THE SCHEME CONSIDERATION

What is the Scheme Consideration?

The Scheme Consideration payable by Access Intelligence under the Scheme is \$0.175 per Isentia Share.

What is the premium of the Scheme Consideration to Isentia's Share price?

The Total Cash Consideration of \$0.175 cash for each Isentia Share represents a significant premium to recent historical Isentia Share prices, prior to the announcement of the Scheme:

- 157% premium to the closing price of \$0.068 per Isentia Share on 11 June 2021, the last trading day prior to the announcement of the Scheme;
- 144% premium to the 1 month VWAP of \$0.072 per Isentia Share; and
- 39% premium to the 12 month VWAP of \$0.13 per Isentia Share.

How is Access Intelligence funding the Scheme Consideration?

Access Intelligence intends to fund the Scheme Consideration from the proceeds of a fundraise (comprising a placement and subscription to acquire shares in Access Intelligence). Access Intelligence is of the opinion that it has a reasonable basis for forming the view, and it holds the view, that it will have sufficient funding to meet its funding obligations under, or in connection with, the Scheme.

For further details regarding the funding arrangements of Access Intelligence, see section 5 of this Scheme Booklet.

Does Access Intelligence hold any Isentia Shares?

Access Intelligence has a Relevant Interest (as defined in the Corporations Act) in approximately 19.6 per cent of Isentia's issued shares. The way the Relevant Interest arises is discussed further in section 5.6(a). Access Intelligence will not be able to vote in the Scheme Meeting in respect of its shareholding in Isentia and will not receive any consideration for its shareholding in Isentia as its shareholding will not be acquired under the Scheme.

Who is entitled to participate in the Scheme?

QUESTION

Each person who is an Isentia Shareholder (other than an Excluded Shareholder) as at 7.00 pm (Sydney time) on the Scheme Record Date will be entitled to participate in the Scheme.

When will I receive the Scheme Consideration?

If you are an Isentia Shareholder (other than an Excluded Shareholder) on the Scheme Record Date, you will receive the Scheme Consideration on the Implementation Date.

What are the tax implications of the Scheme for you?

If the Scheme becomes Effective, there will be tax consequences for Isentia Shareholders which may include tax being payable on any capital gain on disposal of Isentia Shares.

The tax treatment may vary depending on the nature and characteristics of each Isentia Shareholder and their specific circumstances. General information about the likely Australian tax consequences of the Scheme is set out in section 7. Accordingly, Isentia Shareholders should obtain professional tax advice in relation to their particular circumstances.

Will I have to pay brokerage or stamp duty?

You will not have to pay brokerage or stamp duty on the transfer of your Isentia Shares to Access Intelligence under the Scheme.

If you dispose of your Isentia Shares before the Scheme Record Date, brokerage fees may be payable.

Can I sell my Isentia Shares now?

You can sell your Isentia Shares on market at any time before or on the Effective Date at the then prevailing market price, which may differ from the Total Cash Consideration.

Isentia intends to apply to the ASX for Isentia Shares to be suspended from trading on the ASX from the Effective Date. You will not be able to sell your Isentia Shares on market after this date.

If you sell your Isentia Shares on the ASX, you will not receive the Scheme Consideration and you may pay brokerage fees on the sale.

SCHEME, VOTING AND APPROVALS

Are there any conditions that must be satisfied or waived in order for the Scheme to be implemented?

There are several Conditions that must either be satisfied or waived (if applicable) for the Scheme to be implemented, including:

QUESTION

- ISENTIA Shareholders (other than Excluded Shareholders)⁹ approving the Scheme;
- Access Intelligence Shareholders approving the Scheme. This condition was satisfied on 9 July 2021;
- The Independent Expert issuing an Independent Expert's Report concluding the Scheme is in the best interests of ISENTIA Shareholders and the Independent Expert does not publicly withdraw, qualify or change that opinion at any time before the Second Court Date;
- Court approval of the Scheme;
- No ISENTIA Prescribed Occurrence occurring;
- No ISENTIA Regulated Event occurring;
- No ISENTIA Material Adverse Change;
- No legal restraints preventing, prohibiting or making illegal the Scheme is in effect as at 8.00am on the Second Court Date; and
- The warranties set out in clauses 9.1 and 9.3 and of the Scheme Implementation Deed being true and correct in all material respects on the date of this deed and at 8.00am on the Second Court Date.

As at date of this Scheme Booklet, neither ISENTIA nor Access Intelligence is aware of any reason why the Conditions not yet satisfied should not be satisfied or waived (as applicable).

What happens if these conditions are not satisfied or the Scheme Implementation Deed is terminated?

If the Conditions above are not satisfied or waived (if applicable), or the Scheme Implementation Deed is terminated, the Scheme will not proceed.

What happens if the Scheme is approved, all conditions are satisfied and it is implemented?

If the Scheme is approved and implemented, the Scheme Shareholders will receive the Scheme Consideration for each ISENTIA Share held on the Scheme Record Date and ISENTIA will become a wholly-owned subsidiary of Access Intelligence.

A copy of the Scheme is contained in Attachment C.

Can the Scheme be terminated?

⁹ ISENTIA Shares the subject of the Scheme does not include 39,708,447 ISENTIA Shares held by Access Intelligence through its wholly-owned subsidiary Vuelio Australia Pty Ltd, as these are Excluded Shares held by an Excluded Shareholder under the Scheme.

QUESTION

The Scheme Implementation Deed may be terminated in certain circumstances as described in clause 14 of the Scheme Implementation Deed. If the Scheme Implementation Deed is terminated, the Scheme will not proceed.

Am I entitled to vote at the Scheme Meeting?

If you are registered as an Isentia Shareholder (other than an Excluded Shareholder) on the Register at 7.00pm (Sydney time) on Sunday, 15 August 2021, you will be entitled to vote at the Scheme Meeting.

How do I vote?

You may vote at the Scheme Meeting by participating in the Scheme Meeting via the online platform at <https://agmlive.link/ISDSM21> or by appointing a proxy, corporate representative or attorney to vote at the Scheme Meeting on your behalf.

If you do not wish to, or are unable to, participate in the online Scheme Meeting, you may vote by lodging your direct vote or proxy online at www.linkmarketservices.com.au, or, if you received a hardcopy voting form, by following the instructions on the voting form.

See “How to Vote” on page 17 and the Notice of Meeting in Attachment A for more information.

When and where will the Scheme Meeting be held?

The Scheme Meeting will be held online at <https://agmlive.link/ISDSM21> at 9:00am, on Tuesday, 17 August 2021.

Is voting compulsory?

Voting is not compulsory. However, the Scheme will only be successful if it is approved by the required majorities of Isentia Shareholders (other than Excluded Shareholders) and therefore voting is important, and the Isentia Directors encourage you to vote.

If the Scheme is approved, you will be bound by the Scheme whether or not you voted and whether or not you voted in favour.

What vote is required to approve the Scheme?

For the Scheme to proceed, at the Scheme Meeting, the Scheme Resolution must be passed by:

- A majority in number (more than 50%) of Isentia Shareholders (other than Excluded Shareholders) who vote on the respective Scheme Resolution (either virtually or by proxy or representative); and
- At least 75% of the votes cast by Isentia Shareholders (other than Excluded Shareholders) on the Scheme Resolution (either virtually or by proxy or representative).

QUESTION

The Court has the discretion to waive the first half of these two requirements if it considers it appropriate to do so.

What happens if I do not vote or if I vote against the Scheme?

If you do not vote or vote against the Scheme, the Scheme may not be approved at the Scheme Meeting. If this occurs the Scheme will not proceed, you will not receive the Total Cash Consideration and you will remain an Isentia Shareholder.

However, if the Scheme is approved by the Requisite Majority of Isentia Shareholders (other than Excluded Shareholders), then, subject to the other Conditions Precedent to the Scheme being satisfied or waived, and Court approval, your Isentia Shares will be transferred to an Access Intelligence Group Member and you will receive the Total Cash Consideration, even if you did not vote or voted against the Scheme Resolution.

Can I keep my shares in Isentia?

If the Scheme is implemented, all your Isentia Shares will be transferred to an Access Intelligence Group Member. This will happen even if you did not vote or you voted against the Scheme.

When will the results of the Scheme Meeting be available?

The results of the Scheme Meeting will be available shortly after the conclusion of the Scheme Meeting and will be announced to the ASX.

What do I do if I oppose the Scheme?

If you, as an Isentia Shareholder, oppose the Scheme, you may:

- Call the Isentia Shareholder Information Line
- Attend the Scheme Meeting and vote against the Scheme Resolution; and/or
- If Isentia Shareholders (other than Excluded Shareholders) pass the Scheme Resolution at the Scheme Meeting and you wish to appear and be heard at the Second Court Hearing, you must lodge a notice of intention to appear at the Second Court Hearing and indicate opposition to the Scheme. You should seek professional advice as to how to do this.

FURTHER INFORMATION

What if I want further information?

If you have any questions about the Scheme or you would like additional copies of this Scheme Booklet, please contact the Shareholder Information Line on 1300 158 729 (within Australia) and +61 2 9066 4058 (outside Australia) Monday to Friday between 9.00am and 6.00pm (Sydney time).

For information about your individual financial or taxation circumstances please consult your financial, legal, taxation or other professional adviser.

1 Summary of the Scheme

1.1 Scheme

On 15 June 2021, Isentia announced that it had executed a Scheme Implementation Deed with Access Intelligence. Pursuant to the Scheme Implementation Deed, Access Intelligence will acquire all Isentia Shares on issue which it does not already own by way of Scheme.

If the Scheme is approved by Isentia Shareholders (other than Excluded Shareholders) at the Scheme Meeting and by the Court, and if all other necessary approvals and Conditions for the Scheme are satisfied or waived (as applicable), Isentia will become a wholly-owned subsidiary of Access Intelligence and will be delisted from the ASX and you will receive the Scheme Consideration. If the Scheme is not approved, the Scheme will not be implemented, you will not receive the Scheme Consideration and Isentia will continue as a standalone entity listed on the ASX.

1.2 Conditions precedent

The conditions of the Scheme are set out in clause 3 of the Scheme Implementation Deed which is attached as Attachment B to this Scheme Booklet.

1.3 Implementation of the Scheme

The Scheme is proposed to be undertaken pursuant to a Court approved scheme of arrangement. A scheme of arrangement is a legal arrangement that shareholders vote on and, if the Requisite Majorities of shareholders vote in favour of it and it is approved by the Court, it binds the company and all of its shareholders upon the Court orders approving the scheme of arrangement being lodged with ASIC. Approval of a scheme of arrangement requires a 50% majority of the number of shareholders voting (unless the Court orders otherwise) and a 75% majority of the total votes cast being in favour of the scheme, as well as approval by the Court.

The Scheme will become binding on Isentia and Isentia Shareholders only if the conditions to the Scheme are satisfied or waived (as applicable).

1.4 If the Scheme is approved

If the Scheme is approved by Isentia Shareholders (other than Excluded Shareholders) and the Court, and if all other Conditions are satisfied or waived (if applicable):

- (a) the Scheme will bind all Scheme Shareholders, including those who do not vote on the proposal and those who vote against it, meaning that all Isentia Shares (other than Excluded Shares) will be transferred to Access Intelligence;
- (b) the Scheme Shareholders will receive the Scheme Consideration for each Isentia Share held at the Scheme Record Date; and
- (c) Isentia will become a wholly-owned subsidiary of Access Intelligence.

2 Isentia Directors' recommendation and matters relevant to your vote on the Scheme

2.1 Recommendation

The Isentia Directors unanimously recommend that you vote in favour of the Scheme, in the absence of a Superior Proposal and provided that the Independent Expert continues to consider the Scheme to be in the best interests of Isentia Shareholders.¹⁰

2.2 Reasons for recommendation and advantages of the Scheme

The factors which the Isentia Directors have taken into account in recommending the Scheme to Isentia Shareholders include:

(i) The Isentia Directors unanimously recommend that you vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to consider the Scheme to be in the best interests of Isentia Shareholders

The Isentia Directors have assessed the merits of the Scheme and unanimously recommend that you vote in favour of the Scheme, in the absence of a Superior Proposal, subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of the Isentia Shareholders.

In the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Isentia Shareholders, each of the Isentia Directors intends to vote all Isentia Shares that he or she holds or controls in favour of the Scheme.

(ii) The Independent Expert has determined that, in the absence of a Superior Proposal, the Scheme is fair and reasonable and therefore in its opinion, is in the best interests of Isentia Shareholders

The Independent Expert has determined that, in the absence of a Superior Proposal, the Scheme is fair and reasonable and therefore in its opinion, is in the best interests of Isentia Shareholders. The Independent Expert has assessed the value of Isentia Shares on a 100% controlling interest basis to be in the range of \$0.13 to \$0.18 per Isentia Share. The Scheme Consideration of \$0.175 per Isentia Share is within this range.

The Independent Expert's Report is reproduced in Attachment E. The Isentia Board encourages Isentia Shareholders to read the report in its entirety, including the assumptions on which the conclusions are based, to enable them to make an informed decision on whether or not to vote in favour of the Scheme.

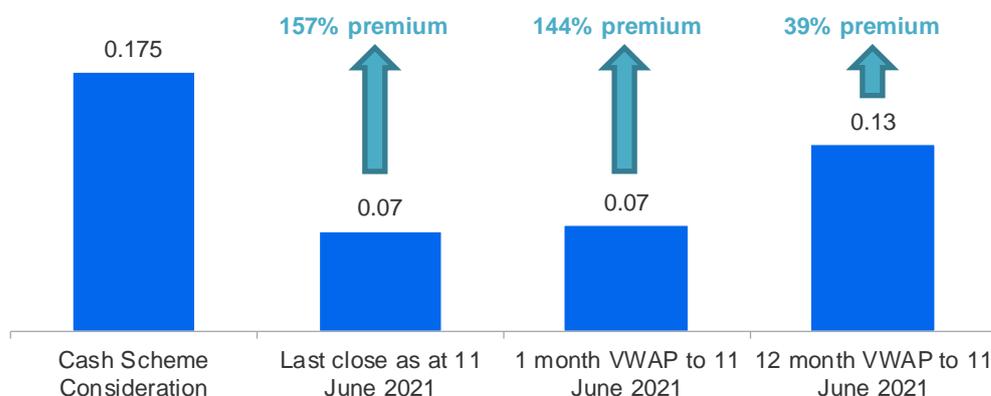
(iii) The Total Cash Consideration of \$0.175 cash per Isentia Share represents a significant premium for your Isentia Shares relative to historical trading prices, prior to the announcement of the Scheme

¹⁰ You should note when considering this recommendation that one of the Isentia Directors, Ed Harrison, will be receiving a benefit if the Scheme proceeds, in the sense that he will be entitled to have certain deferred equity rights (with an implied value of \$19,895 based on the Scheme Consideration) vest as shares if the Scheme proceeds. The arrangements are described in more detail in section 8.1.

The Total Cash Consideration of \$0.175 cash for each ISENTIA Share represents a significant premium to recent historical ISENTIA Share prices, prior to the announcement of the Scheme:

- 157% premium to the closing price of \$0.068 per ISENTIA Share on 11 June 2021, the last trading day prior to the announcement of the Scheme;
- 144% premium to the 1 month VWAP of \$0.072 per ISENTIA Share;
- 39% premium to the 12 month VWAP of \$0.13 per ISENTIA Share.

Figure 1 – Total Cash Consideration premiums to recent historical ISENTIA Share prices



Source: Factset data

(iv) The Scheme provides the opportunity to realise certain cash value for all of your investment in ISENTIA

The proposed cash payment of \$0.175 cash per share provides you with certainty of value for your ISENTIA Shares (subject to the Scheme becoming Effective).

The certainty of this cash payment should be compared with the risks and the uncertainties of remaining an ISENTIA Shareholder which include, but are not limited to, the risks set out in section 6.3.

(v) No Superior Proposal has emerged since the announcement of the Scheme

Since the Scheme Announcement Date, no Superior Proposal has emerged and the ISENTIA Directors are not aware of any Superior Proposal that is likely to emerge.

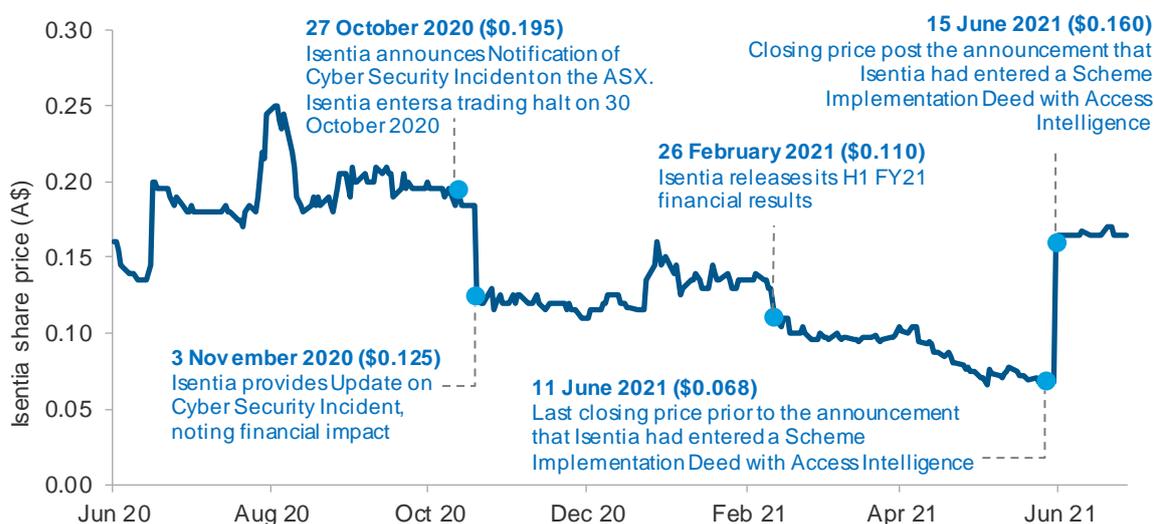
In the absence of a Superior Proposal, if the Scheme is not implemented, the ISENTIA Directors believe that the price of the ISENTIA Shares may fall in the near term.

(vi) ISENTIA Share price may fall if the Scheme is not implemented, including to a price that is below the value of the Total Cash Consideration

Although the ISENTIA Directors are unable to predict the price at which ISENTIA Shares will trade in the future, if the Scheme does not proceed, the ISENTIA Directors believe that the market price of ISENTIA Shares may fall, including to a price that is well below the value of the Total Cash Consideration of \$0.175 per ISENTIA Share.

The chart below shows the ISENTIA Share price performance over the last twelve months to 12 July 2021.

Figure 2 – Isentia closing share price over the last 12 months



Source: Factset data.

(vii) It is likely that Isentia will need to conduct an equity raising if the Scheme is not implemented which would cause you to be diluted if you are ineligible or choose not to participate in the equity raising

If the Scheme does not proceed, it is likely that Isentia will need to raise equity to repay debt and fund working capital and ongoing investment in the business. Such a capital raising would be dilutive to you if you are ineligible or choose not to participate in the equity raising. This equity raising may take place at a share price which is a discount to the market price of Isentia shares, and may be conducted in the form of a placement or rights issue or some other manner which may impact your ability to participate in the equity raising. There is no certainty as to the ability to raise capital nor the price as to which the equity will be raised at.

(viii) Isentia Shareholders will remain exposed to Isentia's business and market risks if the Scheme is not implemented

If the Scheme does not proceed, the value that Isentia Shareholders will be able to realise from their Isentia Shares (in terms of any future dividends and the price of those Shares) will be uncertain and subject to a number of risks associated with Isentia's business and general market such as a changing competitive landscape, industry conditions, continued competition in ANZ which has affected customer retention and pricing, ongoing COVID-19 headwinds in Isentia's South East Asian markets, the results of the Copyright Tribunal, Isentia's limited covenant headroom and business challenges faced by Isentia in FY21.

Among other things, this will also be subject to the performance of Isentia's business from time to time, general economic conditions and the movement in the share market.

As noted in Isentia's Half Year Financial Report released on 26 February 2021, if Isentia is unable to meet its forecasts or execute a successful capital restructure of the business, a material uncertainty would exist that may cast significant doubt on

Isentia's ability to continue as a going concern and therefore, it may be unable to realise its assets and extinguish its liabilities in the ordinary course of business.

The Scheme provides Isentia Shareholders with the opportunity to avoid these risks and uncertainties and allows Isentia Shareholders to fully exit their investment in Isentia and realise certain and immediate value.

2.3 Reasons why Isentia Shareholders may consider voting against the Scheme and disadvantages of the Scheme

Although the Isentia Directors unanimously recommend that you vote in favour of the Scheme Resolution in the absence of a Superior Proposal and subject to the Independent Expert continuing to consider the Scheme to be in the best interests of Isentia Shareholders, factors which may lead Isentia Shareholders to vote against the Scheme include:

(i) You may disagree with Isentia Directors' unanimous recommendation or the Independent Expert's conclusion and believe the Scheme is not in your best interests

In concluding that the Scheme is in the best interests of Isentia Shareholders, absent a Superior Proposal, the Isentia Directors and the Independent Expert are making judgements based on future trading conditions and events which cannot be predicted with any certainty and which may prove to be inaccurate (positively or negatively). You may hold a different view from, and are not obliged to follow the recommendation of, the Isentia Directors, and you may not agree with the Independent Expert's conclusion.

(ii) You may consider that the Total Cash Consideration does not reflect Isentia's long-term potential

If the Scheme is approved and implemented, you will cease to be an Isentia Shareholder. However, you may consider, despite the risks relevant to Isentia's operations (including those set out in Section 4.9 and Section 6), that Isentia has stronger long-term growth potential than the Total Cash Consideration of \$0.175 per Isentia Share, which does not fully reflect your views on the long-term value of Isentia.

You may therefore prefer to retain your Isentia Shares and realise the value of them over the longer term. However, there is no guarantee as to Isentia's future performance or value.

(iii) You may believe that there is potential for a Superior Proposal to be made in the foreseeable future

It is possible that a Superior Proposal for Isentia could materialise in the future. However, since the date that Isentia announced it has entered into the Scheme Implementation Agreement, no Competing Proposal has emerged and the Isentia Directors are not aware of any Competing Proposal that is likely to emerge.

The Isentia Board will keep Isentia Shareholders informed of any material developments in relation to any Competing Proposals that may emerge.

(iv) The tax consequences of the Scheme may not suit your current financial circumstances

If the Scheme is implemented, the disposal of Scheme Shares as a result of the Scheme may have taxation consequences for Isentia Shareholders. The general Australian tax consequences of the Scheme are set out in section 7.

This Scheme Booklet contains a general discussion of the taxation consequences of the Scheme for Isentia Shareholders who are not tax residents of Australia.

Isentia Shareholders should consider the tax consequences of the Scheme in light of their own personal circumstances and are encouraged to seek advice from their tax adviser.

(v) You may believe it is in your best interests to maintain your current investment and risk profile

You may wish to keep your Isentia Shares as you may want to preserve your investment in a publicly listed company with the specific characteristics of Isentia. In particular, you may consider that, despite the risks relevant to Isentia's operations (including those set out in Section 4.9 and Section 6), Isentia may be able to return greater value from its assets by remaining independent, or seeking alternative commercialisation strategies.

Implementation of the Scheme may result in a disadvantage to those Isentia Shareholders who wish to maintain their investment profile as they may find it difficult to find an investment with a similar profile to that of Isentia. Transaction costs may also be incurred undertaking any new investment.

(vi) You may prefer to participate in the future financial performance of the Isentia business

If the Scheme is approved and implemented, you will cease to be an Isentia Shareholder. As such, you will no longer be able to participate in the financial performance of Isentia in the future, or the future prospects of Isentia's ongoing business. However, there is no guarantee as to Isentia's future performance, as with all investments in listed securities.

3 Overview of the Scheme

3.1 Scheme Consideration

If the Scheme becomes Effective, each Scheme Shareholder will be entitled to receive the Scheme Consideration, being A\$0.175 cash for each Isentia Share held by a Scheme Shareholder on the Scheme Record Date.

The indicative Scheme Record Date is 25 August 2021.

3.2 Steps for implementing the Scheme

(a) Preliminary steps

Isentia and Access Intelligence entered into the Scheme Implementation Deed on 15 June 2021, pursuant to which, among other things, Isentia agreed to propose the Scheme. The Scheme Implementation Deed sets out each of Isentia's and Access Intelligence's rights and obligations in connection with the implementation of the Scheme.

Access Intelligence has executed the Deed Poll pursuant to which it agreed, subject to the Scheme becoming Effective, to provide each Scheme Shareholder with, or procure the provision to each Scheme Shareholder of, the Scheme Consideration to which it is entitled under the Scheme.

A copy of the proposed Scheme is included in this Scheme Booklet as Attachment C. A copy of the Deed Poll is attached to this Scheme Booklet as Attachment D.

(b) Scheme Meeting

The Court has ordered that the Scheme Meeting be held virtually via an online platform at 9:00am on Tuesday, 17 August 2021 at for the purposes of approving the Scheme Resolution. The Notice of Scheme Meeting for Isentia Shareholders which sets out the Scheme Resolution is included in Attachment A to this Scheme Booklet.

Each Isentia Shareholder who is registered on the Register at 7.00pm (Sydney time) on Sunday, 15 August 2021 is entitled to participate in and vote at the Scheme Meeting, via the online platform either in person or by proxy or attorney or in the case of a body corporate, by its corporate representative appointed in accordance with section 250D and 253B of the Corporations Act.

Instructions on how to participate in and vote at the Scheme Meeting in person, or to appoint a proxy to attend and vote on your behalf, are set out on page 17 of this Scheme Booklet.

(c) Scheme Resolution approval requirements

The Scheme Resolution must be approved by:

- (i) a majority in number (more than 50%) of Isentia Shareholders (other than Excluded Shareholders) present and voting at the Scheme Meeting (whether in person, by proxy, by attorney or, in the case of corporate Isentia Shareholders (other than Excluded Shareholders), by a corporate representative) (the **Headcount Test**); and

- (ii) at least 75% of the total number of votes cast on the Scheme Resolution at the Scheme Meeting by eligible Isentia Shareholders.

It should be noted that the Court has the power to waive the Headcount Test.

(d) Second Court hearing

In the event that:

- (i) the Scheme Resolution is approved by the Requisite Majorities of eligible Isentia Shareholders at the Scheme Meeting; and
- (ii) all conditions precedent of the Scheme have been satisfied or remain capable of being satisfied, or waived (if applicable),

Isentia will apply to the Court for orders approving the Scheme.

(e) Effective Date

If the Court makes orders approving the Scheme, Isentia will lodge with ASIC an office copy of the Court orders given under section 411(4)(b) of the Corporations Act approving the Scheme. It is anticipated that this will occur on the Court Approval Date.

Once the Scheme becomes Effective:

- (i) Access Intelligence will become bound to provide, or procure the provision, Scheme Shareholders the Scheme Consideration on the Implementation Date; and
- (ii) subject to payment of the aggregate Scheme Consideration by Access Intelligence as referred to in section 3.3 of this Scheme Booklet below, Isentia will become bound to take the steps required for Access Intelligence to become the holder of all Isentia Shares it does not already own.

3.3 Implementation of the Scheme - payment of Scheme Consideration

If the Scheme becomes Effective, Scheme Shareholders will receive their Scheme Consideration on the Implementation Date. Immediately after the Scheme Consideration is paid to Scheme Shareholders, all Isentia Shares (other than Excluded Shares) will be transferred to an Access Intelligence Group Member.

3.4 Determination of persons entitled to Scheme Consideration

Those Isentia Shareholders (other than Excluded Shareholders) on the Share Register on the Scheme Record Date, being 7:00pm on 25 August 2021, will be entitled to receive the Scheme Consideration in respect of the Isentia Shares they hold on that date.

3.5 Dealing with Isentia Shares on, or prior to, the Scheme Record Date

To determine who is a Scheme Shareholder (i.e. an Isentia Shareholder on the Scheme Record Date), dealings in Isentia Shares will only be recognised if:

- (a) in the case of dealings of the type to be effected by CHESS, the transferee is registered in the Share Register as a holder of the relevant Isentia Shares at or before the Scheme Record Date; and

- (b) in all other cases, registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received at or before the Scheme Record Date at the place where the Share Register is kept (in which case, Isentia must register such transfers or transmission applications at or before the Scheme Record Date).

For the purposes of determining entitlements under the Scheme, Isentia will not accept for registration or recognise any transfer or transmission applications regarding Isentia Shares (except a transfer to an Access Intelligence Group Member pursuant to the Scheme and any subsequent transfer by that member to its successors in title) that are not in registrable form or are received after the Scheme Record Date.

3.6 Dealings with Isentia Shares after the Scheme Record Date

For the purposes of determining entitlements to Scheme Consideration, Isentia will maintain the Share Register in accordance with the terms of the Scheme until the Scheme Consideration has been paid to the Scheme Shareholders.

The Share Register in this form will solely determine entitlements to the Scheme Consideration. After the Scheme Record Date:

- (a) all statements of holding for Scheme Shares (other than statements of holding in favour of any Access Intelligence Group Member or any Excluded Shareholders) will cease to have any effect as documents relating to title in respect of such Isentia Shares; and
- (b) each entry in the Share Register (other than entries in respect of any Access Intelligence Group Member or any Excluded Shareholders) will cease to have effect, other than as evidence of entitlement to the Scheme Consideration in respect of the Scheme Shares relating to that entry.

3.7 Isentia Incentive Rights

Before the Scheme Record Date, the Isentia Board will exercise its discretion under the terms of the Isentia Incentive Plan to determine, or take any other action required to ensure, that:

- (a) all unvested Deferred Equity Rights will vest, will be exercised and a corresponding number of Isentia Shares will be issued in respect of them;
- (b) all restrictions on dealing or disposal (however described) applying to Isentia Restricted Shares be released or otherwise removed; and
- (c) all of the FY19 Long Term Performance Rights, FY20 Long Term Performance Rights and any other equity incentives in connection with the issued share capital of Isentia (whether currently on foot or which may be granted or issued in the future) will lapse, expire or will otherwise be cancelled for nil consideration.

As at the date of this Scheme Booklet, Isentia has the following unlisted securities on issue:

Tranche	Vesting Date	No. Isentia Incentive Rights on issue as at the date of the Scheme Booklet	Treatment before the Scheme Record Date
FY20 Deferred Equity Rights – Tranche 2	1 July 2022	534,339	Vest, exercise and convert into Isentia Shares that will participate in the Scheme and receive the Scheme Consideration See Section 3.7
Isentia Restricted Shares	Various	3,012,598	Restrictions on dealing or disposal released or otherwise removed so that the relevant Shares will participate in the Scheme and receive the Scheme Consideration See Section 3.7
Long Term Performance Rights – FY20 tranche	1 July 2023	6,181,320	Lapsed, expired or cancelled for nil consideration See Section 3.7
Long Term Performance Rights - FY19 tranche	1 July 2021	3,167,809	Lapsed, expired or cancelled for nil consideration See Section 3.7

3.8 Deed Poll

On Tuesday, 13 July 2021, Access Intelligence executed the Deed Poll pursuant to which it agreed, subject to the Scheme becoming Effective, to provide each Scheme Shareholder with, or procure the provision to each Scheme Shareholder of, the Scheme Consideration to which it is entitled under the Scheme.

A copy of the Deed Poll is attached to this Scheme Booklet as Attachment D.

3.9 Termination rights

Termination rights are set out in clause 14 of the Scheme Implementation Deed which is Attachment B to this Scheme Booklet. In summary, the Scheme Implementation Deed may be terminated, before 8.00am on the Second Court Date:

- (a) **By Isentia if:**
- (i) a majority of the Isentia Board change, withdraw or modify their recommendation in favour of the Scheme on or before the Scheme Meeting and Isentia has paid the Isentia Reimbursement Fee to Access Intelligence

(if required to do so under the Scheme Implementation Deed) and complied with its obligations under clause 12 of the Scheme Implementation Deed; or

- (ii) Access Intelligence materially breaches a warranty set out in clause 9.1 of the Scheme Implementation Deed and Isentia has given written notice of its intention to terminate and the relevant circumstances, the relevant breach continues for five business days after the date notice is given and the breach is material in the context of the Scheme taken as a whole.

(b) **By Access Intelligence if:**

- (i) a majority of the Isentia Board withdraws or adversely revises their recommendation in favour of the Scheme or voting intention, makes any public statement that is inconsistent with their recommendation or voting intention or recommends, endorses or supports any Competing Proposal;
- (ii) a Competing Proposal in respect of Isentia is announced or made and is publicly recommended, supported or endorsed by a majority of the Isentia Board;
- (iii) an Isentia Material Adverse Change, Isentia Regulated Event or Isentia Prescribed Occurrence occurs; or
- (iv) Isentia materially breaches a warranty set out in clause 9.3 of the Scheme Implementation Deed and Isentia has given written notice of its intention to terminate and the relevant circumstances, the relevant breach continues for five business days after the date notice is given and the breach is material in the context of the Scheme taken as a whole.

3.10 Exclusivity

The Scheme Implementation Deed includes certain customary exclusivity arrangements, applicable during the Exclusivity Period that Isentia has agreed to with Access Intelligence which are customary in schemes of arrangement. These are summarised below.

- (a) **'No-shop' obligation:** Isentia must not directly or indirectly solicit, invite, initiate or encourage any actual, proposed or potential Competing Proposal or any enquiries, proposals, discussions, negotiations or other communications with any third party in relation to (or that could reasonably be expected to lead to) an actual, proposed or potential Competing Proposal, or communicate any intention to do any of these things.
- (b) **'No-talk' obligation:** Isentia must not directly or indirectly facilitate, participate in or continue any negotiations, discussions or other communications about or which may reasonably lead to or encourage, the making of an actual, proposed or potential Competing Proposal, or communicate any intention to do any of these things.
- (c) **Notification of approaches:** Isentia must notify Access Intelligence in writing as soon as practicable but in any event within 24 hours if it becomes aware of any approach, attempt to initiate discussions or negotiations or proposal received by Isentia or a request is made by any third party for any non-public information concerning the business or operations of Isentia in relation to an actual, proposed or potential Competing Proposal.

- (d) **Matching right:** Isentia must not enter into any legally binding agreement, arrangement or understanding pursuant to which a third party, Isentia or a Related Body Corporate of Isentia proposes to undertake or give effect to an actual, proposed or potential Competing Proposal and must procure that none of its directors change their recommendation in favour of the Scheme, publicly recommend an actual, proposed or potential Competing Proposal (or recommend against the Scheme) or make any public statement to the effect that they may do so at a future point unless the Isentia Board determines that the Competing Proposal is a Superior Proposal and Isentia satisfies various notification requirements under clause 11.5 of the Scheme Implementation Deed.

The “no-talk” obligation does not prohibit any action or inaction by Isentia in relation to an actual, proposed or potential Competing Proposal if after consultation with its advisers, such actual, proposed or potential Competing Proposal is a Superior Proposal or could be reasonably expected to become a Superior Proposal and compliance with the “no-talk” obligation would, in the opinion of the Board, constitute or be likely to constitute, a breach of any of the fiduciary or statutory duties of the directors of Isentia.

3.11 Reimbursement fee

The reimbursement fee provisions are set out in clause 12 of the Scheme Implementation Deed which is Attachment B to this Scheme Booklet.

In summary, Isentia is liable to pay Access Intelligence a reimbursement fee of \$500,000 if:

- (a) **Recommendation of Isentia Directors:** during the Exclusivity Period, a majority of the Isentia Board withdraws, adversely revises or adversely qualifies their recommendation that Isentia Shareholders vote in favour of the Scheme (except where the Independent Expert does not conclude that the Scheme is in the best interests of Isentia Shareholders or where Isentia was entitled to terminate the Scheme Implementation Deed due to a material breach by Access Intelligence that is not remedied within 5 Business Days after the appropriate notice is given);
- (b) **Material breach by Isentia:** Access Intelligence terminates the Scheme Implementation Deed due to a material breach of the Scheme Implementation Deed by Isentia and such breach is not remedied within 5 Business Days in circumstances where the Independent Expert does not conclude that the Transaction is in the best interests of Isentia Shareholders (other than Excluded Shareholders) (except where that conclusion is due wholly or partly to the existence, announcement or publication of a Competing Proposal), and the Scheme does not complete.
- (c) **Supporting a Competing Proposal:** during the Exclusivity Period, a majority of the Isentia Board recommends that Isentia Shareholders accept or vote in favour of, or otherwise support or endorse a Competing Proposal of any kind that is announced (whether or not such proposal is stated to be subject to any pre-conditions) during the Exclusivity Period;
- (d) **Entry into a Competing Proposal:** during the Exclusivity Period a Competing Proposal is announced and within 12 months of the date of such announcement, a third party either: (a) completes a Competing Proposal of the kind referred to in any paragraphs of (c) – (g) of the definition of Competing Proposal (b) completes a Superior Proposal; or (c) acquires a Relevant Interest in more than 50% of the Isentia Shares or otherwise comes to control Isentia or acquires substantially all of the assets of Isentia.

3.12 Delisting

If the Scheme becomes Effective, Isentia will apply for termination of the official quotation of Isentia Shares on ASX and for Isentia to be removed from the official list of ASX with effect from the close of trading on the Effective Date.

3.13 End date

If the Scheme does not become Effective on or before the End Date (being 15 December 2021 or such other date and time agreed in writing between Access Intelligence and Isentia), either Isentia or Access Intelligence is able to terminate the Scheme Implementation Deed. If the Scheme Implementation Deed is terminated, the Scheme will not proceed and the Scheme Consideration will not be paid.

3.14 Further questions

If you have any further questions, you should call the Shareholder Information Line on 1300 158 729 (within Australia) and +61 2 9066 4058 (outside Australia) Monday to Friday between 9.00am and 6.00pm (Sydney time).

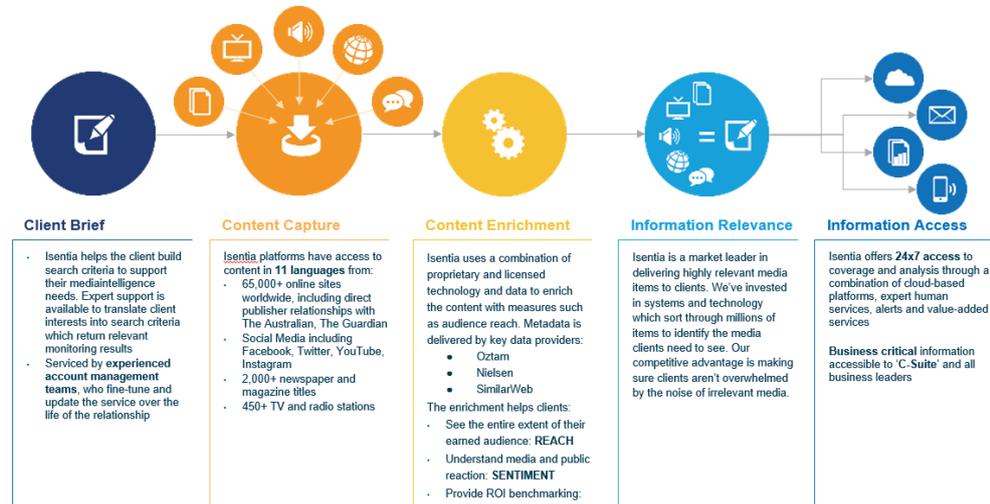
4 Information on Isentia

4.1 Overview of Isentia

Isentia is a public company, headquartered in Sydney, Australia and listed on the Australian Securities Exchange in 2014 under the ASX code: ISD.

Founded in 1982, Isentia has grown to be a leading media intelligence and insights company in Australia, New Zealand and South East Asia with a presence in 8 markets. Isentia is a market leader in the Media Intelligence space in Australia, where management estimates it has over 50% market share, as well as being a leading participant in New Zealand and the locations in which it operates in South-East Asia.

Isentia operates two key segments: the SaaS segment which is centred around the development of software and systems that capture, enrich, interpret and analyse data from mainstream traditional media, online and social media sources to provide business-critical media intelligence and the VAS segment, which provides bespoke insights and briefings reports to assist clients to make more informed and timely business and communications decisions and execute their media strategies. The diagram below provides a further description of how the business broadly operates from receiving a client brief through to delivering client's with information access on cloud-based platforms, with expert human services, alerts and value-added services.



4.2 Directors

Isentia's current Board of Directors comprises the following members (who collectively hold approximately 1.1% of the Isentia Shares on issue as the date of this Scheme Booklet):

Douglas Snedden AO – Chairman

Mr Snedden is currently a director at OFX Limited, Frisk Pty Ltd and a member of the Australian Institute of Company Directors. He has previously worked as Country Managing Director of Accenture Australia and was previously a director of Securities Industry Research Centre of Asia-Pacific (SIRCA) Limited. Mr Snedden is currently a Chair of Odyssey House NSW, McGrath Foundation and the Chris O'Brien Lifehouse.

Fiona Pak-Poy – Non-executive Director

Currently, Ms Pak-Poy is a director of Tyro Payments Limited, Booktopia Group Limited, Novotech Aus Holdings, the Sydney School of Entrepreneurship and is a Fellow of the Australian Institute of Company Directors. Previously, she was a member of the board of MYOB, the Securities Industry Research Centre of South East Asia ('SIRCA'), PageUp People, StatePlus, and the Federal Government's National Precincts Board and Innovation Australia Board. Ms Pak-Poy was also a General Partner of an Australian venture capital fund that invested in Australian technology companies and was a strategy consultant with The Boston Consulting Group in the US and Australia.

Ed Harrison – Managing Director and Chief Executive Officer

Mr Harrison moved to Australia in 2001 to set up JC Decaux's business in Victoria and South Australia. From 2003 to 2008, he was General Manager (Australia) of JC Decaux, and afterwards joined Fairfax Digital as Commercial Director and subsequently Fairfax Media as Group Sales Director. From 2014 to 2018, Mr Harrison was CEO of YAHOO7.

Justin Kane – Non-executive Director

Mr Kane is currently the Managing Partner of Obol Capital, an investment firm based in New York. Previously, he was the Director of Research and a Partner of Gilead Capital LP, an investment management firm. Mr Kane has extensive experience in the investment management and technology industries.

Peter George – Non-executive Director

Peter was Managing Director of PMP Limited from 2012 – 2017, and was Executive Chairman of Nylex Limited from 2004 – 2008. Peter was also a non-executive Director and Chair of the Audit and Risk Committee of Asciano Limited from 2007 – 2016, and spent four years on the Board of Australia's second largest telecommunications carrier, Optus Communications between 1994 – 1998.

4.3 Isentia Management

Name	Current position
Ed Harrison	Managing Director & Chief Executive Officer
Peter McClelland	Chief Financial Officer
James Merritt	Chief Executive Asia
Jen Marshall	Chief Product Officer
Paul Russell	Chief Technology Officer
Russ Horell	Chief Commercial Officer
Kelly Young	Chief Human Resources Officer
Jacquie Shanahan	General Counsel and Company Secretary

4.4 Financial Information

This section 4.4 contains audited financial information relating to Isentia for the financial years ended 30 June 2019 and 30 June 2020 and reviewed interim financial information for the six months ended 31 December 2020.

The financial information in this section 4.4 is a summary only and has been prepared and extracted for the purposes of this Scheme Booklet only.

Isentia will give a copy of the financial reports for the financial year ended 30 June 2020 and half-year ended 31 December 2020 to anyone, free of charge, who requests a copy before the Scheme to which this Scheme Booklet relates is approved by order of the Court from ASX's website (www.asx.com.au), Isentia's website (www.isentia.com/investors/) or by calling the Shareholder Information Line on 1300 158 729 (within Australia) and +61 2 9066 4058 (outside Australia) Monday to Friday between 9.00am and 6.00pm (Sydney time).

Isentia Profit & Loss Statement (AUD \$000)	FY2019	FY2020	First half FY21
Revenue			
Revenue from operations	122,467	110,254	42,853
Other income	20	1,998	292
Interest revenue (calculated using effective interest method)	80	46	10
Expenses			
Copyright, consumables and other direct purchases	(29,440)	(24,194)	(11,558)
Employee benefits expense	(58,155)	(54,721)	(22,889)
Amortisation expense	(13,116)	(13,331)	(3,846)
Depreciation expense	(1,976)	(5,517)	(2,041)
Impairment of assets	(40,959)	(10,432)	(1,290)
Loss on disposal of assets	(188)	(103)	-
Occupancy costs	(5,214)	(1,310)	(789)
North Asia exit expenses	-	(2,801)	(383)

Isentia Profit & Loss Statement (AUD \$000)	FY2019	FY2020	First half FY21
Other expenses	(8,832)	(7,311)	(5,596)*
Finance costs	(2,233)	(2,700)	(1,260)
Loss before income tax (expense)/benefit	(37,546)	(10,122)	(6,497)
Income tax (expense)/benefit	3,205	(763)	620
Loss after income tax (expense)/benefit for the year attributable to the owners of Isentia	(34,341)	(10,885)	(5,877)
Other comprehensive income			
Net change in the fair value of cash flow hedges taken to equity, net of tax	(234)	170	64
Exchange differences on translating foreign operations, net of tax	1,501	(215)	(1,903)
Other comprehensive income, net of tax	1,267	(45)	(1,839)
Total comprehensive income attributable to the owners of Isentia Group Limited	(33,074)	(10,930)	(7,716)

* Includes \$2.994m of legal and settlement costs

Isentia Balance Sheet (AUD \$000)	30 June 2019	30 June 2020	31 December 2020
Current assets			
Cash and cash equivalents	14,718	16,118	9,665
Trade and other receivables	20,600	17,489	14,221
Income tax refund due	147	200	112
Prepayments	1,462	1,442	1,087
Assets classified as held for sale	-	307	-

Isentia Balance Sheet (AUD \$000)	30 June 2019	30 June 2020	31 December 2020
Total current assets	36,927	35,556	25,085
Non-current assets			
Property, plant and equipment	3,832	2,439	2,014
Right-of-use assets	-	7,540	5,820
Intangibles	97,331	81,183	78,049
Deferred tax assets	3,541	5,369	6,238
Total non-current assets	104,704	96,531	92,121
Total assets	141,631	132,087	117,206
Current liabilities			
Trade and other payables	17,793	13,727	13,330
Contract liabilities	5,167	5,006	4,539
Borrowings	3,750	3,815	2,204
Lease liabilities	597	3,761	2,699
Current tax liabilities	1,621	402	141
Provisions	5,428	7,963	5,802
Contingent consideration	709	-	-
Liabilities directly associated with assets classified as held for sale	-	185	-
Total current liabilities	35,065	34,859	28,715
Non-current liabilities			
Borrowings	39,171	36,735	37,664

Isentia Balance Sheet (AUD \$000)	30 June 2019	30 June 2020	31 December 2020
Lease liabilities	566	4,654	3,349
Derivative financial instruments	335	92	-
Deferred tax liabilities	7,126	7,830	7,270
Provisions	602	245	309
Contingent consideration	551	-	-
Total non-current liabilities	48,351	49,556	48,592
Total Liabilities	83,416	84,415	77,307
Net assets	58,215	47,672	39,899
Equity			
Issued capital	403,662	403,662	403,662
Reserves	(249,681)	(249,276)	(251,172)
Accumulated losses	(95,766)	(106,714)	(112,591)
Total equity	58,215	47,672	39,899

Isentia Cashflow Statement (AUD \$000)	FY2019	FY2020	First half FY21
Cashflows from operating activities			
Receipts from customers (inclusive of GST)	135,162	122,197	48,414
Payments to suppliers and employees (inclusive of GST)	(106,917)	(100,340)	(47,804)
Interest received	80	46	10
Other revenue	17	84	59

ISENTIA Cashflow Statement (AUD \$000)	FY2019	FY2020	First half FY21
Interest and other finance costs paid	(2,244)	(2,651)	(1,171)
Income taxes paid	(207)	(3,134)	(952)
Net cash from operating activities	25,891	16,202	(1,444)
Cash flows from investing activities			
Contingent consideration pay out	(2,482)	-	-
Payments for property, plant and equipment	(1,165)	(737)	(172)
Payments for intangibles	(7,094)	(7,840)	(3,491)
Proceeds from disposal of subsidiary	-	-	77
Proceeds from disposal of property, plant and equipment	-	4	8
Process from release of security deposits	24	95	245
Proceeds from customer referral fees	-	-	654
Net cash used in investing activities	(10,717)	(8,478)	(2,679)
Cash flows from financing activities			
Proceeds from borrowings	-	5,000	40,000
Repayment of borrowings	(12,000)	(7,250)	(40,750)
Repayment of lease liabilities excluding the finance component	(383)	(4,030)	(1,624)
Net cash used in financing activities	(12,383)	(6,280)	(2,374)
Net increase in cash and cash equivalents	2,791	1,444	(6,497)
Cash and cash equivalents at the beginning of the financial year	11,927	14,718	16,162

ISENTIA Cashflow Statement (AUD \$000)	FY2019	FY2020	First half FY21
Cash and cash equivalents at the end of the financial year	14,718	16,162	9,665

4.5 Trading update

Isentia revenue and underlying EBITDA¹ for the 12 months to 30 June 2021 is estimated to be \$82.0 to \$84.0 million and \$13.5 to \$14.5 million (vs. \$101.7 million and \$25.0 million² for the 12 months to 30 June 2020), based on management unaudited accounts. Net Debt is estimated to be \$34.0 to \$35.0 million (\$23.4 million at 30 June 2020).

Table 1: Trading Outlook for 12 months to 30 June 2021 (Unaudited Management Accounts)

\$m	FY2021	FY2020	Var	
	Estimate	Actual	\$	%
ANZ Revenue	61.5 - 62.5	76.4	(13.9) - (14.9)	(18.2%) - (19.5%)
South East Asia Revenue	20.5 - 21.5	25.4	(3.9) - (4.9)	(15.2%) - (19.1%)
Total Revenue	82.0 - 84.0	101.7	(17.7) - (19.7)	(17.4%) - (19.4%)
Total Costs	68.5 - 69.5	76.7	7.2 - 8.2	9.4% - 10.7%
Underlying EBITDA	13.5 - 14.5	25.0	(10.5) - (11.5)	(42.1%) - (46.1%)
Net Debt	34.0 - 35.0	23.4	-4.0	-16.9%

1. Underlying EBITDA adjusts for approximately \$6.0 - \$6.5m in costs associated with the transaction incurred to date, Copyright Tribunal related expenses, North Asia trading and closure costs, one-off costs associated with the cyber incident in October 2020 and other restructuring related expenses. Note that the carrying value of intangibles including goodwill and customer relationships (relating to prior year acquisitions) totalling \$78.0m as at 31 December 2020 are reviewed as part of the year end process which has not been completed at this time. However, we note that based on the offer price from Access Intelligence, there is an indicator of an impairment which is in the process of being assessed. Any impairment expenses arising as a result of the completion of this

process are non-cash and are excluded from the covenants calculations.

2. FY20 Underlying EBITDA adjusts for North Asia trading and other non-operating items.

Isentia has continued to face some business challenges during FY21 including continued competition in Australia and NZ which has affected customer retention and pricing, as well as competition and ongoing COVID-19 headwinds in the Company's South East Asian markets.

These financials were impacted in part by the cyber incident in October 2020 that had an approximately \$3.3 million direct impact on revenue, approximately \$4.4 million direct impact on EBIT and an approximately \$4.4 million direct impact on cash. In addition, and as previously reported, the cyber incident resulted in a delay to key strategic projects which were aimed to reduce churn in the business and, as outlined in the 1H FY21 results presentation, has impacted FY21's results when compared to expectations.

4.6 Issued Isentia Shares

As at the date of this Scheme Booklet, there are 200,000,001 Isentia Shares on issue and quoted on ASX. In addition, there are 3,012,598 Restricted Isentia Shares on issue that are unquoted. See Section 3.7 for the treatment of Restricted Isentia Shares in connection with the Scheme.

Isentia does not anticipate that it will be required to issue any Isentia Shares before the Implementation Date.

4.7 Isentia Incentive Rights

As at the date of this Scheme Booklet, the Isentia Incentive Rights on issue are detailed in Section 3.7 of this Scheme Booklet.

Details of the Isentia Incentive Rights and Isentia's proposal in relation to the Isentia Incentive Rights are included in section 3.7 of this Scheme Booklet.

4.8 Isentia Directors' voting intentions

It is the intention of all Isentia Directors (who collectively hold or control approximately 1.1% of the Isentia Shares on issue as at the date of the Scheme Booklet) to vote in favour of the Scheme in the absence of a Superior Proposal and subject to the Independent Expert continuing to consider the Scheme to be in the best interests of Isentia Shareholders.

4.9 Isentia Director's intentions for the business

The Corporations Act requires a statement by the Isentia Directors of their intentions regarding the Isentia business. It is not possible for the Isentia Directors to provide a statement of their intentions after the Scheme is implemented regarding:

- (a) the continuation of the business of Isentia or how Isentia's existing business will be conducted;
- (b) major changes, if any, to be made to the business of Isentia; or
- (c) any future employment of the present employees of Isentia,

as the shares in Isentia will be owned by Access Intelligence, through its wholly-owned subsidiary Vuelio Australia Pty Limited.

The current intentions of Access Intelligence with respect to these matters is set out in Section 5.4.

If the Scheme is not implemented, the current intention of the Isentia Board is described in Section 6.

4.10 Risks relating to Isentia's business

There are existing risks relating to Isentia's business and an investment in Isentia which will continue to be relevant to Isentia Shareholders if the Scheme does not become Effective. A summary of the key risks relating to Isentia if the Scheme is not implemented is set out in Section 6 of this Scheme Booklet.

4.11 Recent Isentia Share price performance

Isentia Shares are listed on the ASX under the trading code "ISD".

On 11 June 2021, the last trading day before the announcement by Isentia to ASX on 15 June that it had entered into a Scheme Implementation Deed with Access Intelligence, the Isentia Share price closed at \$0.068.

On 15 June 2021, the date of the announcement made by Isentia that it had entered into a Scheme Implementation Deed with Access Intelligence, the Isentia Share price closed at \$0.160.

From the day after the announcement of the Scheme to 12 July 2021, the closing price of Isentia Shares has ranged between \$0.165 - \$0.170.

During the three months ending 11 June 2021:

- (a) The highest recorded daily closing price for Isentia Shares on the ASX was \$0.105 on 15, 20-22 April 2021; and
- (b) The lowest recorded daily closing price for Isentia Shares on the ASX was \$0.660 on 19 May 2021.

Figure 3 – ISENTIA closing share price over the last 12 months



Source: Factset data

The current price of ISENTIA Shares on the ASX (ASX: ISD) can be obtained from the ASX website (www.asx.com.au).

4.12 Material changes in financial position (since 30 December 2020)

Other than as disclosed in this Scheme Booklet or otherwise disclosed to ASX by ISENTIA, within the knowledge of the ISENTIA Board, the financial position of ISENTIA has not materially changed since 31 December 2020, being the date of the ISENTIA financial statements for the half year ended 31 December 2020 (released to ASX on 26 February 2021).

ISENTIA Shareholders may obtain a copy of ISENTIA's half year report from ASX's website (www.asx.com.au) from ISENTIA's website (www.isentia.com.au/investors) or by calling the ISENTIA Shareholder Information Line on 1300 158 729 (within Australia) and +61 2 9066 4058 (outside Australia) Monday to Friday between 9.00am and 6.00pm (Sydney time).

4.13 Publicly available information

ISENTIA is a listed disclosing entity for the purpose of the Corporations Act and as such is subject to regular reporting and disclosure obligations. Specifically, as a company listed on the ASX, ISENTIA is subject to Listing Rules which require (subject to some exceptions) continuous disclosure of any information that ISENTIA has that a reasonable person would expect to have a material effect on the price or value of ISENTIA shares. This includes:

- (a) preparing and lodging with ASX and ASIC both half year and annual reports and financial statements; and
- (b) announcing price sensitive information immediately after it becomes aware of the information. This is subject to certain exceptions for information that is confidential.

The ASX maintains files containing publicly disclosed information about all entities listed on the ASX. Information disclosed to the ASX by ISENTIA is available on the ASX's website at www.asx.com.au.

ASIC also maintains a record of documents lodged with it by Isentia, and these may be obtained from, or inspected at, any office of ASIC.

Further announcements concerning developments at Isentia will continue to be made available on the company's website (www.isentia.com/investors/) and the ASX website after the date of this Scheme Booklet.

5 Information on Access Intelligence

This information in this section 5 has been prepared by Access Intelligence. The information concerning Access Intelligence and its Australian incorporated subsidiary Vuelio Australia Pty Limited that it has nominated to acquire the Scheme Shares (**Bidder Sub**) and the intentions, views and opinions in this section are the responsibility of Access Intelligence.

5.1 Overview of Access Intelligence

(a) History

Access Intelligence is a public company incorporated in England and Wales that is listed on the Alternative Investment Market (**AIM**) of the London Stock Exchange. As at 8 July 2021, Access Intelligence had a market capitalisation of approximately £103.1 million or A\$190.6 million (based on an exchange rate of 0.5408 pounds sterling to one Australian dollar as at 8 July 2021).

Access Intelligence's business commenced in November 2000 with the objective of providing small businesses with practical advice and support on marketing. In November 2003, Access Intelligence listed on AIM through a reverse takeover of Readymarket Ltd. Since then Access Intelligence has evolved into a provider of media intelligence software, delivering software as a service (**SaaS**) solutions for the corporate communications and reputation management industry.

The Access Intelligence software portfolio consists of three core solutions – Vuelio, ResponseSource and Pulsar. Together the portfolio offers a range of applications for reputation management, through the cloud, to clients in the public relations, marketing and communication industries. Access Intelligence has operations in the UK, USA and Australia, employing over 190 people with over 3,500 customers.

(b) Principal business and operations of Access Intelligence

Access Intelligence combines artificial intelligence technologies with human expertise to analyse data and provide strategic insights into an organisation's reputation and key audiences – from customers to stakeholders, politicians to influencers and the media. This includes where risks or opportunities are emerging, when and how to engage and providing customers with the tools to evaluate how effective public relations, communications and marketing activity is against commercial objectives.

The Access Intelligence portfolio includes Vuelio, a technology platform that provides media, political and social media insight with monitoring and analysis tools for public relations, public affairs, stakeholder engagement and influencer marketing.

Alongside Vuelio is Pulsar, which combines conversational and behavioural data in over 60 languages with analysis powered by vertical artificial intelligence and smart human research into an audience insights and social listening platform. Pulsar provides brand strategists, marketers, public relations and product designers with consumer insights. This includes the ability to track how conversations develop around themes, audience perception of brands and evaluation of the performance of marketing and public relations campaigns.

The Access Intelligence portfolio also includes ResponseSource, a network that connects media and influencers to the experts, resources and insights. At the core of the ResponseSource offering is a real-time 'match-making' platform for journalists and public relations professionals, in which journalists and bloggers make requests for information to

public relations agencies and brands to inform the articles, case studies, interviews and product reviews they are working on.

Together, the Access Intelligence Group provides technology and insights that aid communication, strengthening brand reputation and improving marketing engagement by transforming relationships between business, media, government and the public.

More information about Access Intelligence's business and operations can be found at <https://www.accessintelligence.com/investors>.

(c) Access Intelligence Board

As at the date of this Scheme Booklet, the board of Access Intelligence comprises the following directors:

- **Christopher James Satterthwaite**, *Independent Non-Executive Chairman*: Christopher spent 15 years as chief executive at Chime Communications where he remains an adviser. Christopher was CEO of Howell Henry Chaldecott & Lury, a London based advertising agency before its sale to Chime in 1998. He was CEO of IMP Limited from 1990 to 1993. He was also the senior non-executive director at Centaur Media plc and former Chairman of the Marketing Society and The Roundhouse. He became a CBE in 2017 for services to the arts. Christopher holds an M.A. in Modern History from the University of Oxford.
- **Margarite Joanna Arnold**, *Chief Executive Officer*: Joanna Arnold joined Access Intelligence in December 2010 where she began as COO, then subsequently became CEO in May 2014. Since that time, she has completed four acquisitions and four equity fundraisings. Prior to joining Access Intelligence, Joanna was an Investment Manager at Elderstreet Investments Ltd specialising in technology. She was previously an analyst at European Credit Management, a large European hedge fund specialising in high yield leveraged loans where she qualified as a Chartered Financial Analyst.
- **Mark Stephen Fautley**, *Chief Financial Officer*: Mark was appointed CFO in August 2017, having joined Access Intelligence through an acquisition in 2015 where he was previously the UK Finance Director. Mark has more than 15 years' experience of managing local and international finance teams in the technology and media sectors and has held senior finance roles for SaaS businesses focusing on communications, public affairs and stakeholder engagement for a number of years. Mark has been employed by or delivered consulting engagements for a number of FTSE 100 and AIM businesses, including three years working in a senior finance role for a US\$2.5 billion revenue joint venture of Rolls-Royce plc. He has worked on the ground in 17 countries across Europe, Latin America and Asia, and has experience in M&A and other corporate finance activities. Mark qualified as a Chartered Accountant in 2006 and is a Fellow of the Institute of Chartered Accountants in England and Wales (FCA).
- **Christopher Charles Pilling**, *Independent Non-Executive Director*: Chris Pilling joined Access Intelligence as Non-Executive director in August 2015. Chris was the Co-founder and Chief Executive Officer of Complinet Limited which specialised in governance risk and compliance software and data provision. He is CEO and Founder of Matchdeck Limited and also sits on the advisory boards of Avoco Secure Limited and Behavox Limited.
- **Sarah Bibi Vawda**, *Independent Non-Executive Director*: Sarah Vawda joined Access Intelligence as Non-Executive Director in March 2021. Sarah is a highly experienced executive and non-executive director, with expertise across corporate

strategy, M&A, finance, corporate governance and corporate development. Sarah's experience has been gained across multiple industries on a global basis in both private and public companies. Sarah started her career qualifying as a chartered accountant at PwC before moving into senior M&A and corporate development roles within multinational organisations. She has held senior roles within several companies including Powergen Plc, Corus Group plc, Christian Salvesen plc and Provimi SA. More recently, Sarah has pursued a portfolio career advising large listed and PE backed companies on their strategic, transformation and M&A agenda and is currently Corporate Development Director for Johnson Matthey plc. Sarah is also currently non-executive director of a Danish specialty protein business, Hamlet Protein, and an Indian animal feed business Noveltech Feeds, as well as being a Trustee and Audit Committee Chair of The Girls Network, a charity that provides mentoring to girls from disadvantaged backgrounds.

- **Katie Ellen Puris**, *Independent Non-Executive Director*: Katie Puris joined Access Intelligence as a Non-Executive Director in June 2021. Katie is the Managing Director of Global Business Marketing for TikTok, where she leads a creative marketing team and drives awareness of TikTok's innovative digital marketing solutions that give brands and marketers the tools to be creative storytellers and challenge the status quo. Prior to TikTok, Katie spent 20 years in leadership roles at Facebook, Google and BBDO, building partnerships with the world's leading brands and agencies. Katie serves on the board of two education-based non-profits – the Windward School, supporting children with learning disabilities, and Hudson Link, providing higher education to incarcerated men and women.

(d) Historical financial information

Access Intelligence's most recent audited full year financial results for the year ended 30 November 2020 are available on its website at the following link:
<https://www.accessintelligence.com/investors>.

(e) Ownership of Access Intelligence

As at 8 July 2021, Access Intelligence has seven shareholders of which Access Intelligence is aware who hold an interest in Access Intelligence greater than 5% of Access Intelligence's total voting shares. The details and percentage shareholdings of these shareholders as at 8 July 2021 is as follows:

Name of Shareholder	% of total voting shares in Access Intelligence
Kestrel Partners LLP	24.97%
Canaccord Genuity Group Inc.	13.79%
Draper Espirit VCT Plc	8.30%
Unicorn AIM VCT Plc	7.59%
Gresham House Asset Management Limited	7.29%
Herald Investment Management Limited	7.19%
Chelverton Asset Management Limited	6.74%

5.2 Overview of Bidder Sub

(a) Ownership structure, principal business and operations

Bidder Sub is an Australian proprietary company incorporated on 13 May 2020 and registered in the state of New South Wales for the purpose of entering into contracts with future potential customers based in Australia and to continue providing services to the Access Intelligence Group's existing small number of Australian customers after Access Intelligence's Australian-based reseller ceased its operations on behalf of Access Intelligence. Bidder Sub is a direct wholly-owned subsidiary of Access Intelligence.

Under the terms of the Scheme Implementation Deed, Access Intelligence may nominate any wholly-owned subsidiary of Access Intelligence to acquire the Scheme Shares. Access Intelligence has nominated Bidder Sub to acquire the Scheme Shares. Despite this nomination, Access Intelligence continues to be bound by all of the obligations of Access Intelligence under the Scheme Implementation Deed and Deed Poll.

(b) Bidder Sub Board

As at the date of this Scheme Booklet, the directors of Bidder Sub are Joanna Arnold, Mark Fautley and Graeme Hodgkinson. Brief profiles of Joanna Arnold and Mark Fautley are set out in section 5.1(c) above. Graeme has been a director of Bidder Sub since November 2020. Graeme is the founder and principal of Bravura Law, a boutique commercial law practice specialising in technology, intellectual property, media and entertainment. Prior to that, Graeme was a partner at Thomson Geer in the intellectual property, technology, media and regulatory team.

5.3 Rationale for proposed acquisition of Isentia

The acquisition of Isentia under the terms of the Scheme represents an opportunity for Access Intelligence to benefit from greater scale, a complementary product offering and greater geographic reach as well as being able to benefit from potential business synergies that a combination of Access Intelligence and Isentia might bring.

Isentia has a market leading position in the Australia-Pacific region, and the acquisition of Isentia is expected to allow Access Intelligence to expand and diversify revenues globally to complement its market leading position in Europe and growing presence in the US.

Access Intelligence's Vuelio and Pulsar products have already been established in APAC and the Middle East, with blue-chip customers in these regions. Isentia's current product portfolio is limited to media monitoring, entry-level social listening and manual insights, and this represents significant cross-sell and up-sell opportunities for Vuelio's wider communications campaign management platform and influencer database, as well as Pulsar's advanced audience analysis and social media intelligence. Isentia recognises that its existing social offering is limited and as a result Isentia has already sought Access Intelligence's assistance to work together on potential opportunities to provide Access Intelligence's Pulsar offering to Isentia's existing customer base.

Access Intelligence believes that combining Isentia and Access Intelligence would provide Access Intelligence with a strengthened traditional media monitoring offering and strong analytic capabilities providing cross-selling and upselling opportunities amongst the combined customer base of Isentia and Access Intelligence, especially given there is limited cross over between the two companies' respective customers bases.

5.4 Intentions if the Scheme is implemented

This section 5.4 sets out the current intentions of Access Intelligence in relation to:

- the continuation of the operations and business of ISENTIA, including any redeployment of significant assets of ISENTIA;
- changes to the ISENTIA Board and the ISENTIA management team;
- the future employment of the present employees of ISENTIA; and
- the delisting of ISENTIA from the ASX,

assuming Access Intelligence acquires the Scheme Shares as a result of the implementation of the Scheme.

The statements in this section 5.4 regarding Access Intelligence's intentions are based on information concerning the ISENTIA Group and the general business environment which are known to Access Intelligence at the time of this Scheme Booklet. If the Scheme is approved and implemented, Access Intelligence intends to undertake a detailed review of ISENTIA's operations covering strategic, financial and commercial operating matters to determine the preferred manner of integrating, operating and managing the combined business. It is important to Access Intelligence to ensure the clients of ISENTIA continue to receive a high quality of service and Access Intelligence will seek to integrate the operations so as to ensure this level of service is not only maintained but also improved.

Final decisions about any material changes to the future commercial operating plan and management structure for ISENTIA will be made by Access Intelligence after the Implementation Date, following completion of the review described above and will be based on material facts and circumstances which have become apparent to Access Intelligence management at the relevant time. Accordingly, it is important to recognise that the statements set out in this section 5.4 are statements of current intention only and may change as new information becomes available or circumstances change.

The intentions of Bidder Sub are the same as the intentions of Access Intelligence in respect of ISENTIA and are referred to collectively in this section as the intentions of Access Intelligence.

(a) Business operations

Subject to the findings of the post-acquisition review referred to above, Access Intelligence's current intention is to substantially continue the strategic direction of ISENTIA in the near term, including pursuing growth opportunities available to ISENTIA. Any further decisions around the future of ISENTIA and intentions for the ISENTIA business will be made after, and informed by, the results of the review.

(b) Head office

If the Scheme is approved and implemented, it is intended that the Access Intelligence Group (which will then include ISENTIA Group) will remain headquartered in London, England.

(c) ISENTIA Board

If the Scheme is approved and implemented, it is anticipated that Access Intelligence will replace the board members of ISENTIA and its subsidiaries with nominees of Access Intelligence. It is anticipated that following the Implementation Date all ISENTIA Board members will resign from their positions as directors of ISENTIA. It is Access Intelligence's current intention that Ed Harrison, CEO of ISENTIA, and Peter McClelland, CFO of ISENTIA, will remain as senior management within ISENTIA.

(d) Corporate structure

If the Scheme is approved and implemented, Access Intelligence will become the holder of all Isentia Shares. As part of business as usual planning following implementation of the Scheme, there may be changes in Isentia's corporate and operating structure as part of integrating the Isentia Group into Access Intelligence's corporate and operating structure, including converting Isentia into a proprietary company limited by shares following implementation and replacing Isentia's constitution with a constitution appropriate for a company limited by shares.

(e) Management team and employees

Access Intelligence considers Isentia's employees to be critical to the future success of the business.

Following approval and implementation of the Scheme, Access Intelligence will review Isentia's business operations and operational structure to ensure Access Intelligence has the appropriate mix and level of employees and skills to enhance the business going forward and to enable the business to pursue growth opportunities and service Isentia's customer base. Access Intelligence may make changes to employee and management roles as a result of potential duplication or redundancy of some roles arising from Isentia becoming part of Access Intelligence Group and no longer being a listed entity, as well as in connection with the implementation of automation initiatives across certain services and products which Isentia offers, although no final determination has been made in respect of such changes.

Final decisions on these matters will be made by Access Intelligence following the completion of the post-acquisition review process described above and will be based on all material facts and circumstances at the relevant time.

(f) Delisting

If the Scheme is implemented, an application will be made to the ASX for Isentia to be removed from the official list of the ASX, with effect from on or shortly after the Implementation Date.

5.5 Funding arrangements for the Scheme Consideration

(a) Overview of funding arrangements

The Scheme Consideration will be paid wholly in cash.

If the Scheme is approved and implemented, Scheme Shareholders will become entitled to receive the Scheme Consideration, being A\$0.175 for each Isentia Share that they own as at the Scheme Record Date.

Having regard to Isentia's issued share capital as at the date of this Scheme Booklet (see section 4.6 of this Scheme Booklet), Access Intelligence's existing interest in Isentia's issued share capital as at the date of this Scheme Booklet (see section 5.6(a) of this Scheme Booklet), the proposed treatment of the Isentia Incentive Rights (see section 3.7 of this Scheme Booklet), the proposed treatment of the Isentia Restricted Shares (see section 3.7 of this Scheme Booklet), and the total cash amount of A\$0.175 per Isentia Share offered to Isentia Shareholders (other than Excluded Shareholders), the maximum consideration payable by Bidder Sub in connection with the Scheme will be approximately A\$28,671,735.93 (**Maximum Scheme Consideration**).

Pursuant to the Deed Poll, Access Intelligence has undertaken in favour of each Scheme Shareholder to deposit, or procure the deposit, of an amount equal to the Scheme Consideration payable to all Scheme Shareholders into a trust account operated by Isentia as trustee for the Scheme Shareholders by no later than the Business Day before the Implementation Date.

For further details regarding Access Intelligence's obligations under the Deed Poll, see section 3.8 of this Scheme Booklet. A copy of the Deed Poll is set out in Attachment D.

The Maximum Scheme Consideration and any associated transactions costs (**Maximum Funding Requirement**) are proposed to be funded by Access Intelligence with the proceeds of a fundraise (comprising a placement and subscription to acquire shares in Access Intelligence) announced by Access Intelligence on 15 June 2021 (see sections 5.5(b) and 5.5(c) of this Scheme Booklet for further details). Having regard to the fact that the fundraise is raising funds in pounds sterling, Access Intelligence has also entered into a hedging agreement to take into account fluctuations in foreign currency exchange rates (see section 5.5(d) of this Scheme Booklet for further details). The aggregate gross proceeds of the Placing and the Subscription, if completed, are expected to be approximately £50.0 million or A\$92.5 million (based on an exchange rate of 0.5408 pounds sterling to one Australian dollar as at 8 July 2021), before expenses, which exceeds the amount of cash required to satisfy the Maximum Scheme Consideration.

Access Intelligence also intends to use the proceeds from the fundraise to repay Isentia's senior debt and other indebtedness as soon as is practicable following implementation of the Scheme.

Under the terms of the Scheme Implementation Deed, Access Intelligence has warranted to Isentia (among other things) that it will have available to it sufficient cash amounts to satisfy its obligations to pay the Scheme Consideration on the Implementation Date in accordance with its obligations under the Scheme Implementation Deed, the Scheme and the Deed Poll.

However, the Scheme is not conditional on Access Intelligence obtaining financing to fund the payment of the Scheme Consideration (see clause 3.1 of the Scheme Implementation Deed for further details on the conditions which must be satisfied or waived (if capable of waiver) for the Scheme to become Effective). Accordingly, the description of the funding arrangements below is provided for information purposes only, to describe the arrangements that Access Intelligence has proposed to fund the payment of the Scheme Consideration if the Scheme becomes Effective.

(b) Placement

To provide part of the funding for the Scheme Consideration, Access Intelligence is undertaking an equity raise.

The equity raise is subject to the terms of a placing agreement entered into on 14 June 2021 between Access Intelligence, its directors and finnCap Limited (**finnCap**) (**Placing Agreement**).

Under the terms of the Placing Agreement, finnCap has conditionally placed 39,847,658 new Access Intelligence ordinary shares at a price of 120 pence per share (**Placing Price**) by way of a non-pre-emptive placing to institutional and other investors (the **Placing**). As at the date of this Scheme Booklet based on the commitments received from institutional and other investors, the Placing, if completed, is expected to raise gross proceeds of approximately £47.8m or A\$88 million (based on an exchange rate of 0.5408 pounds sterling to one Australian dollar as at 8 July 2021), before expenses.

The Placing with institutional and other investors is conditional, among other things, upon:

- I. Access Intelligence shareholders voting in favour of the resolutions in respect of the Transaction and the equity raise at the Access Intelligence general meeting being held on 9 July 2021. This condition was satisfied on 9 July 2021;
- II. as at 8.00 a.m. UK time on the date of the Second Court Hearing, the Scheme of Arrangement becoming unconditional;
- III. compliance by Access Intelligence in all material respects with its obligations under the Placing Agreement;
- IV. there being no event or omission prior to admission to trading on AIM of the new Access Intelligence ordinary shares which materially (in the opinion of finnCap acting in good faith) and adversely affects the financial position and/or prospects of the Access Intelligence Group or the Isentia Group, or which in the opinion of finnCap (acting in good faith) is or will be prejudicial to Access Intelligence, its proposed acquisition of Isentia, the fundraise, or the admission to trading on AIM of the new Access Intelligence ordinary shares (including changes in national or international financial, monetary, economic, political, environmental or stock market conditions);
- V. the Subscription (defined below) becoming unconditional save only in respect of any condition as to admission to trading on AIM as described in paragraph VI below (see section 5.5(c) below for further details) and Access Intelligence having received the proceeds of the Subscription from Bombora (defined below);
- VI. admission to trading on AIM of the new Access Intelligence ordinary shares being issued under the Placing and the Subscription becoming effective on or before 8.00am UK time on 23 August 2021 (or such later date as the Company and finnCap may agree but in any event not later than 15 December 2021, being the End Date pursuant to the Scheme Implementation Deed); and
- VII. other customary conditions for a placing of this kind.

The Placing is due to be completed on the Business Day after the Court Approval Date.

As at the date of this Scheme Booklet, neither Access Intelligence nor any other Access Intelligence Group Member is aware of the occurrence of, or any circumstance which would lead to, any misrepresentation or breach which would give rise to a right of finnCap to terminate the Placing Agreement nor are they aware of any reason why the conditions to the Placing Agreement would not be satisfied so as to enable the Placing to complete for the purpose of funding the Scheme Consideration.

(c) Subscription letter

In addition to the Placing described above, to provide part of the funding for the Scheme Consideration Access Intelligence has entered into a subscription agreement with Bombora Investment Management (**Bombora**) pursuant to which Bombora has agreed to subscribe for 1,819,009 new Access Intelligence ordinary shares at the Placing Price (**Subscription**). As at the date of this Scheme Booklet, the Subscription, if completed, is expected to raise gross proceeds of A\$4 million, before expenses.

The Subscription is conditional, among other things, upon the conditions noted in (I) and (VI) in section 5.5(b) above being satisfied and that the Placing becomes unconditional. The Subscription is due to be completed on the Business Day after the Court Approval Date.

As at the date of this Scheme Booklet, neither Access Intelligence nor any other Access Intelligence Group Member are aware of the occurrence of, or any circumstance which would lead to, any misrepresentation or breach which would give rise to a right of Bombora to terminate the Subscription nor are they aware of any reason why the conditions to the Subscription would not be satisfied so as to enable the Subscription to complete for the purpose of funding the Scheme Consideration.

(d) Hedging agreement

On 14 June 2021, Access Intelligence entered into a spot exchange option through Silicon Valley Bank to protect against fluctuations in foreign currency exchange rates in respect of the risk of the proceeds of the Placing being payable in sterling but the Scheme Consideration being payable in Australian dollars. The agreement provides Access Intelligence with a foreign exchange option to sell GBP and buy AUD\$70 million.

(e) Reasonable basis

On the basis of arrangements described in this section 5.5, Access Intelligence is of the opinion that it has a reasonable basis for forming the view, and it holds the view, that it will have sufficient funds available to fund the payment of the Scheme Consideration and related transaction costs.

5.6 Other information

(a) Relevant Interest in Isentia Shares

Access Intelligence has a Relevant Interest in 39,708,447 Isentia Shares representing approximately 19.6 per cent of issued Isentia Shares, and voting power of approximately 19.6 per cent of Isentia Shares, in each case in respect of the Isentia Shares held by Bidder Sub and arising from the acquisition of those Isentia Shares by Bidder Sub as described in further detail in section 5.6(b) below. Bidder Sub holds all of those Isentia Shares as registered and beneficial owner.

Access Intelligence will not be able to vote in the Scheme Meeting in respect of its shareholding in Isentia and will not receive any consideration for its shareholding in Isentia as its shareholding will not be acquired under the Scheme.

Access Intelligence's and Bidder Sub's directors do not have a Relevant Interest in any Isentia Shares.

These interests in Isentia Shares are held as at the date of this Scheme Booklet.

(b) Dealings in Isentia Shares in the previous four months

On 15 June 2021, Bidder Sub entered into a share purchase agreement with Spheria Asset Management Pty Ltd (**Spheria**) to acquire Spheria's stake of 39,708,447 Isentia Shares for \$6,948,978.22. Settlement under the share purchase agreement occurred on 17 June 2021. If the Scheme is not approved or implemented, Access Intelligence, through Bidder Sub, will be a major shareholder in Isentia.

Other than as set out above in relation to Bidder Sub's acquisition of 39,708,447 Isentia Shares, neither Access Intelligence nor any of its associates, to the best of its knowledge, has provided, or agreed to provide, consideration for any Isentia Shares under any purchase or agreement during the four months before the date of this Scheme Booklet.

(c) No inducing benefits given during previous four months

During the period of four months before the date of this Scheme Booklet, neither Access Intelligence nor any of its associates, to the best of its knowledge, has given, offered to give or agreed to give, a benefit to another person where the benefit was likely to induce the other person, or an associate of the other person, to:

- vote in favour of the Scheme; or
- dispose of their Isentia Shares,

where the benefit was not offered to all Isentia Shareholders.

(d) Benefits to current Isentia officers

None of Access Intelligence or its associates has agreed to make any payment or give any benefit, or will be making or giving any benefit, to any current director, secretary or executive officer of Isentia as compensation or consideration for, or otherwise in connection with, his or her retirement from their respective office in connection with the Scheme.

(e) No other material information

Other than as disclosed in this section 5, there is no information regarding Access Intelligence, Access Intelligence Group, or Bidder Sub's intentions regarding Isentia or any other information, that is material to the making of a decision by an Isentia Shareholder (other than an Excluded Shareholder) on whether or not to vote in favour of the Scheme that is within the knowledge of any director of Access Intelligence or Bidder Sub as at the date of this Scheme Booklet that has not been previously disclosed to Isentia Shareholders.

6 What if the Scheme is not implemented?

6.1 What if the Scheme is not implemented?

If the Scheme is not implemented, there will be no change to Isentia and it will continue to operate on a standalone basis. As such, Isentia will remain listed on ASX and you will retain your Isentia Shares. While it is not possible to predict the future performance of Isentia, in deciding whether or not to vote in favour of the Scheme you should have regard to the prospects of Isentia on a standalone basis (that is, if the Scheme is not implemented).

Some possible implications of the Scheme not being implemented are:

- (a) Isentia Shareholders will retain their Isentia Shares and they will not be acquired by Access Intelligence;
- (b) Isentia Shareholders will not receive the Scheme Consideration;
- (c) Isentia will, in the absence of another proposal, continue to operate as a standalone company listed on ASX and, as such, Isentia Shareholders will be exposed to the risks relating to Isentia's business (refer to section 6.3 for a summary of those risks); and
- (d) If no Superior Proposal is received by the Isentia Board, then the Isentia Share price may fall (including to levels below its trading price prior to the announcement of the Scheme).

Isentia estimates that, if the Scheme is not implemented, Isentia will be required to pay one-off transaction costs of approximately \$543,500.00 (excluding GST and disbursements and any Isentia Reimbursement Fee that may be payable to Access Intelligence). This includes the following amounts:

- (a) fees and expenses paid or payable (excluding GST) to Isentia's professional advisers (including its financial, legal, accounting and tax advisers) of approximately \$423,500.00;
- (b) fees paid or payable to the Independent Expert of \$75,000.00; and
- (c) Share Registry costs, fees and expenses associated with the Court proceedings, costs relating to design, printing and dispatch of this Scheme Booklet, expenses associated with convening and holding the Scheme Meeting, fees related to proxy solicitation services and other general and administrative expenses in connection with the Scheme, of approximately \$45,000.00.

The payment of these transaction costs would affect the cash balance of Isentia.

6.2 Strategy and intentions for Isentia if the Scheme does not proceed

If the Scheme was not to proceed and be implemented, nor a Superior Proposal to emerge, Isentia would continue to operate as a standalone business on the ASX.

If the Scheme does not proceed Isentia will continue with the execution of its current business strategy in FY22 and it is likely Isentia will need to raise equity capital to repay debt and fund working capital and ongoing investment in the business. Such a capital raising would be dilutive to shareholders who are ineligible or choose not to participate in the equity raising. There can be no certainty that the equity raise would be concluded

successfully nor to the price per Isentia Share for any such equity raise. FY22 may also be impacted by the business challenges faced by Isentia in FY21. Isentia is also awaiting the outcome of its application in the Copyright Tribunal.

In addition, Isentia has continued to face some business challenges during FY21 including continued competition in Australia and NZ which has affected customer retention and pricing, competition in Asia and ongoing COVID-19 headwinds (particularly in our South-East Asian markets).

6.3 Risks associated with Isentia if the Scheme is not implemented

General risks associated with your investment in Isentia

The market price of Isentia Shares may be influenced by a number of factors, including:

- (a) changes in investor sentiment and overall performance of the Australian securities market;
- (b) changes in general business, industry cycles and economic conditions including inflation, interest rates, exchange rates, employment, credit markets, consumer confidence and demand, housing prices and turnover and other industry specific factors;
- (c) changes in government fiscal, monetary, taxation, employment and regulatory policies;
- (d) changes in laws and regulations including accounting and financial reporting standards;
- (e) government intervention in export and import markets, including sanction controls and import duties; and
- (f) weather conditions, natural disasters, pandemics, terrorism and international conflicts.

Specific risks associated with your investment in Isentia

The specific risks to Isentia listed below are not an exhaustive list, either in the present or in the future. Many of the risks described below are beyond the control of Isentia and there is no guarantee that Isentia will achieve any of the forecasts or projections in the future.

(a) Funding

If the Scheme is not implemented, Isentia will need to raise equity capital to repay debt and fund working capital and ongoing investment in the business. Such a capital raising would be dilutive to shareholders who are ineligible or choose not to participate in the equity raising. There is no certainty that Isentia will have access to the capital required which may have adverse impacts on the business, give rise to changes in Isentia's existing debt structure, and directly or indirectly impact the value of Isentia Shares. There is no certainty that Isentia's major shareholder, Access Intelligence, would be supportive of, or participate in, such a capital raising.

(b) Significant shareholder risk

If the Scheme is not implemented, Access Intelligence will continue to be a significant shareholder. There is a risk that Access Intelligence might seek to sell its shareholding in Isentia in a way that has a negative impact for other Isentia Shareholders. Alternatively, Access Intelligence may choose to continue to hold its shareholding in Isentia, and may not be supportive of future corporate actions including any alternative transaction (should it arise), capital raisings or other actions, which could have a material adverse impact on Isentia.

(c) Increasing competition

Isentia continues to face intense competition from its competitors. This competition includes both product and price competition. The emergence of low-cost limited service competitors in all markets creates downward pressure on revenue and loss of market share. Increased competition may result in declines in market share and revenue adversely affecting Isentia's operating results.

The ANZ media intelligence market is mature with limited opportunity for growth and increasing competition. Isentia management have advised that although pricing has historically been significantly higher in ANZ than in other countries, increasing competition is eroding prices contributing to the overall decline in recent years in Isentia's revenues and EBITDA margin. In South East Asia, the markets in which Isentia operates are fragmented, competitive and rapidly evolving, and there are limited barriers to entry to certain segments of those markets. Isentia expects the intensity of competition to increase in the future as existing competitors develop their capabilities and as new companies enter the market.

If Isentia is unable to compete effectively, it will be difficult for Isentia to maintain its market share and pricing rates and add and retain customers, which may materially impact future revenues and profitability.

(d) Pending Copyright Tribunal decision

Isentia is currently awaiting the decision of the Copyright Tribunal (Tribunal) in relation to proceedings instituted by it against the Copyright Agency Limited (CAL) in 2018. Isentia claims that the licence proposed by CAL is subject to licence fees and other terms that are unreasonable.

As part of the proceedings, on 23 April 2018, the Tribunal ordered a confidential interim licence be put in place between the parties to remain in place until the earlier of the final determination and the termination of the agency agreement between Isentia and CAL. Accordingly, Isentia's agreement with CAL for access to key publication mastheads in Australia is currently only an interim licence and Isentia does not have certainty of what the terms of these key licences will be in the future. The Tribunal could either uphold the interim licence or make changes to the terms of the licence, including the fees payable.

The Tribunal's final determination will be retroactive to 1 December 2018. Subject to a further review process, if the Tribunal proceedings are not resolved on terms favourable to Isentia, there is a risk that not only will Isentia's cost base be re-set at a higher level but also that Isentia will be required to make-up deferred payments or receive a refund. This may have a detrimental effect on working capital and cash flow.

(e) Interruptions in information technology systems and cyber security issues

Isentia's success depends on its ability to provide clients with accurate, secure and time-critical media intelligence, through rapid and efficient processing of large amounts of media content. In doing so, Isentia currently relies on a network of data centres and third-party hardware and software providers to support its proprietary online platforms.

In October 2020, Isentia announced that it was the victim of a cyber security incident that disrupted services within its SaaS platform, Mediaportal. The impact of the incident was that the delivery of its services to customers were severely compromised for a period of three to four weeks. Since the incident, Isentia has taken steps to improve the security of its systems however Isentia remains open to the risk of further cyber security attacks.

Isentia continues to rely on the efficient and uninterrupted operation of several information technology systems and networks to operate its business, including the internally developed technology platforms. Any significant disruptions to its systems or networks, including, but not limited to, new system implementations, computer viruses, security breaches, cyber-attacks, facility issues, natural disasters, terrorism, war, telecommunication failures or energy blackouts could have a material adverse effect on Isentia's business, results of operations, financial condition, cash flows and / or prospects.

(f) COVID-19

The outbreak of COVID-19 (commonly referred to as coronavirus) has negatively impacted economic conditions globally and is having an adverse and disruptive effect on the global economy. The impact of COVID 19 on economic conditions and client activity continues to create uncertainty particularly in Isentia's South East Asian markets. Isentia has had to adapt its way of operating given the changes enforced by COVID-19 and is required to continually adapt in response to developments and uncertainties relating to COVID-19. The restricted ability for regional teams to travel to local markets affects operating efficiencies and project execution. If the COVID-19 pandemic continues for a prolonged period of time, the ongoing impact may have an adverse effect on Isentia's business, cash flows, profitability, results of operation and financial condition.

(g) Relationships with content suppliers

Isentia's ability to maintain relationships and attract major content providers is a key contributor to the success of its business. Isentia relies on access to content, which is increasingly generated digitally or via social media. The loss or deterioration of Isentia's relationships with content providers or if content providers impose more onerous terms for accessing content or decide to move their content behind digital paywalls without providing access to Isentia, it is likely to impact Isentia's operations and could have an adverse effect on Isentia's future financial performance or position. Isentia has also experienced some key publishers seeking to change the terms by which they provide content, including through direct contractual arrangements outside of CAL. Such changes, if made, may have a material adverse impact on Isentia's future financial and operating performance.

(h) Loss of key employees

The overall performance of Isentia is reliant on Isentia attracting and retaining high-quality and experienced management and employees. A lack of skilled

workforce could result in a drop in services levels, user dissatisfaction, cause safeguarding issues and therefore have a material adverse impact on Isentia in terms of its reputation and financial and operating performance. There is a risk that if the Scheme does not proceed key executives and management will not be retained. The loss of such individuals, or the failure to train and attract other high calibre individuals may have a material adverse impact on Isentia's reputation and financial and operating performance.

(i) Investment in product development may be ineffective

Isentia's future success will continue to depend upon its ability to develop new products and enhancements that address the future needs of its clients and to respond to their changing standards, new technologies entering the market and changing practices within the media intelligence industry.

The market that Isentia operates in is fast paced and seeing increasing attention from other competitor companies and new entrants. Such competitors and new entrants may have greater financial and marketing resources and may seek to develop technology that more successfully competes with Isentia than Isentia's current software and service offering, as well as potentially adopting more aggressive pricing models and marketing campaigns, which may place Isentia at a significant disadvantage. There is also no guarantee that competitors or new entrants will not bring with them superior technologies, products or services to the markets Isentia serves, which could undercut Isentia's service proposition to its customer and user base.

As an independent company, Isentia may not have the capital or be successful in developing, introducing, marketing or licensing new products and enhancements on a timely and cost effective basis, its existing products may become obsolete and less marketable, and the new products and enhancements may not adequately meet the requirements of the marketplace.

(j) Third-party intellectual property infringements

Intellectual property that is important to Isentia includes, but is not limited to, patents, designs, trademarks, service marks, domain names, its website, business names and logos. Isentia has sought to register its intellectual property where appropriate, however such intellectual property may not be capable of being legally protected. It may also be the subject of unauthorised disclosure or be unlawfully infringed, or Isentia may incur substantial costs in asserting or defending its intellectual property rights. Payments or other forced changes to the nature of Isentia's service delivery could adversely affect its future financial performance.

Some of Isentia's products may also include software or other intellectual property licensed from third parties, and Isentia may use software and other intellectual property licensed from third parties in development of products and services. Isentia products use materials or content subject to third parties' intellectual property rights and certain products' functionality presupposes that large amounts of such materials are regularly used and indexed from external sources. Isentia has agreed licensing terms for some of this material with rights holders and rights holders organisations, while other materials are used without such licensing terms in place. The inability to obtain or maintain certain licenses or other rights or the need to engage in litigation regarding these matters, could result in delays in releases of products and could otherwise disrupt Isentia's business, until equivalent technology or materials can be identified, licensed or developed, and integrated into the products and services. Rights holders and rights holder organisations may also want to renegotiate license terms and may demand

increased fees for Isentia's continued use of licenses. The use of materials subject to third parties' intellectual property rights in the Isentia's services without license agreements entail an exposure to risks relating to legal review and claims brought before national courts or intellectual property rights tribunals from rights holders and rights holder organisations. These events could have a material adverse effect on Isentia's business, results of operations, financial condition, cash flows and or prospects.

Isentia relies on intellectual property law to protect its intellectual property rights. Despite Isentia taking precautions to ensure it owns and protects all intellectual property it requires to run its business, other parties may attempt to copy or use Isentia's products or services or the technology incorporated into them. Isentia may need to engage in litigation to protect its intellectual property rights, which may be costly and involve a significant commitment of resources and management time.

(k) Litigation and other adversarial actions

Although Isentia is not currently party to (either as a claimant or as a defendant) any material litigation, (other than the Copyright Tribunal Proceedings set out above) it may be subject to such litigation in the future. In addition, Isentia may be subject to other disputes, claims and complaints, including adversarial actions, by shareholders, customers, employees, suppliers, insurers and others in the ordinary course of business. Significant claims or a substantial number of small claims may be expensive to defend, may divert the time and focus of management away from Isentia's operations and may result in Isentia having to pay monetary damages, any of which could have a material adverse effect on Isentia's financial condition, business, prospects and results of operations. In addition, adverse publicity or substantial litigation against Isentia could negatively impact its reputation, even if Isentia is not found liable, which could have a material adverse effect on Isentia's business and financial condition. Isentia may become involved in litigation or disputes with either customers or employee, and if material, is likely to negatively impact the financial performance and reputation of the business.

(l) Changes in laws and regulations

Isentia's business is subject to regulation and may be adversely affected by changes in government legislation, guidelines, copyright and other regulations. It is not always possible to predict future changes to laws and regulations as they may relate to the services Isentia offers and any changes could have a material adverse effect on the Group's business operations and financial condition. Any changes to Isentia's business resulting from changes in laws, regulations or guidelines may cause Isentia to incur significant costs in respect of implementing necessary changes required and may severely restrict aspects of the business, leading to an impact on revenue and its financial condition.

(m) Risks relating to volatile, negative or uncertain economic or political conditions

The uncertainties and downturn of the global economy and other macroeconomic factors, including but not limited to the ongoing COVID-19 pandemic, could adversely affect Isentia's business. Global macroeconomic conditions affect Isentia's customers' businesses, which may have a consequential effect on their spending and demand for Isentia's products and services.

(n) Unknown risks

Additional risks and uncertainties not currently known to Isentia may also have a material adverse effect on Isentia's financial and operational performance. The information set out in this section 6.3 does not purport to be, nor should it be construed as representing, an exhaustive list of all the risks affecting Isentia.

7 Taxation implications for Scheme Shareholders

7.1 Introduction

This section 7 is a general outline of key Australian income tax, Goods and Services Tax (**GST**) and stamp duty consequences of the Scheme for certain Isentia Shareholders, if the Scheme is implemented.

This is a general summary only and is not intended to be and should not be taken as definitive Australian tax advice to a Scheme Shareholder and does not consider all possible circumstances that may affect the position of each Scheme Shareholder. The Scheme Shareholders should obtain and rely upon their own independent taxation advice about the consequences of disposing of the Shares having regard to their own specific circumstances.

This summary only considers the Australian tax consequences for Scheme Shareholders who hold their shares on capital account.

This general summary does not take into account the Australian tax consequences for Scheme Shareholders who:

- hold their Isentia Shares in the course of trading or dealing in securities;
- hold their Isentia Shares as part of a profit-making undertaking or scheme;
- hold their Isentia Shares on revenue account or as trading stock;
- acquired their shares pursuant to an employee share, option or rights plan;
- are under a legal disability;
- are subject to special tax rules applicable to certain classes of entities, such as the Investment Manager Regime, exempt entities, partnerships, insurance companies and superannuation funds with accounts in a tax-free pension phase; or
- are subject to the Taxation of Financial Arrangements rules with respect to their gains and losses arising from the Isentia Shares.

This summary is based on the facts set out in the Scheme Implementation Deed that have not been independently reviewed or verified by Deloitte Tax Services Pty Ltd. This summary is based on the Australian tax laws, regulations and administrative practices in effect as at the time of issue of the Scheme Booklet. The Australian laws are complex and subject to change periodically as is their interpretation by the courts and the tax authorities. Scheme Shareholders should be aware that any changes (with either prospective or retrospective effect) to the tax laws or administrative practices may affect the taxation treatment of the Scheme Shareholders as described in this summary.

Unless otherwise stated, all legislative references in this letter are to the *Income Tax Assessment Act 1997*, the *Income Tax Assessment Act 1936* and the GST Law and the regulations issued thereto at the time of issue of the Scheme Booklet. This section 7 does not take into account the tax laws of any other countries, or the interaction of Australian tax laws with those of other countries.

7.2 Australian income tax implications for disposal of ISENTIA Shares

Under the Scheme, the Scheme Shareholders will dispose of all their ISENTIA Shares to Access Intelligence and be entitled to receive A\$0.175 in cash per ISENTIA Share (**Scheme Consideration**).

7.2.1 Australian resident Scheme Shareholders

The following comments are relevant for Scheme Shareholders that are residents of Australia for Australian income tax purposes and do not hold ISENTIA Shares through a permanent establishment outside of Australia.

CGT event on disposal of ISENTIA Shares

Each ISENTIA Share should be a CGT asset for Australian income tax purposes. A sale of ISENTIA Shares pursuant to the Scheme should constitute a disposal for CGT purposes and may result in a capital gain or capital loss for the Scheme Shareholder. The time of disposal under the CGT rules is the Implementation Date of the Scheme.

Capital proceeds

The capital proceeds are the Scheme Consideration received by the Scheme Shareholders on the disposal of their ISENTIA Shares.

Cost base and reduced cost base

The cost base and reduced cost base of a Scheme Shareholder's ISENTIA Shares will depend on that Scheme Shareholder's specific circumstances. Broadly, for Australian CGT purposes, the cost base and reduced cost base of each ISENTIA Share held by a Scheme Shareholder should include the amount that the Scheme Shareholder paid or the value of property given to acquire the ISENTIA Share, plus any incidental capital costs (e.g. brokerage and legal fees) of acquisition or disposal and any non-capital costs not able to be claimed as income tax deductions, less any previous capital returns made by ISENTIA.

CGT discount

The CGT discount may be available for Scheme Shareholders that are Australian resident individuals, trusts or a complying superannuation entity to reduce capital gains realised by the Scheme Shareholders (after offsetting capital losses) on the sale of the ISENTIA Shares if the ISENTIA Shares have been held by that Scheme Shareholder for at least 12 months, excluding the day of acquisition and disposal. The CGT discount is one half in the case of an individual or trust, or one third in the case of a complying superannuation entity. Companies are not entitled to the CGT discount treatment.

Scheme Shareholders who dispose of their ISENTIA Shares within 12 months of acquiring them (as determined under the CGT rules) should not be eligible for the CGT discount treatment.

Calculation of capital gains or losses

A capital gain should arise to the Scheme Shareholder where the capital proceeds received from the sale of an ISENTIA Share is greater than the cost base for CGT purposes. A capital loss should arise if the capital proceeds on sale are less than the reduced cost base of the ISENTIA Share for CGT purposes.

Any capital gain or capital loss derived or incurred by a Scheme Shareholder in respect of the ISENTIA Shares should be aggregated with any other capital gains or capital losses

that the Scheme Shareholder may have in that income year to determine the Scheme Shareholder's net capital gain or net capital loss for that year.

A net capital gain should be included in the Scheme Shareholder's assessable income. A net capital loss may only be offset against capital gains. Capital losses may be carried forward and offset against future taxable capital gains (subject to satisfying any applicable loss recoupment rules).

7.2.2 Foreign resident Scheme Shareholders

Implications on disposal of Isentia Shares

Broadly, Scheme Shareholders who are not tax residents of Australia and do not hold their Isentia Shares through a permanent establishment in Australia or carry on a business in Australia should be able to disregard any capital gain or capital loss arising from the disposal of their Isentia Shares, unless the following conditions are satisfied:

- The Scheme Shareholder (together with its associates) held at least a 10% interest in Isentia at or on the Implementation Date, or for a 12-month period within the 24-month period prior to the Implementation Date; and
- The market value of the taxable Australian real property held by Isentia on the Implementation Date exceeds the market value of its other remaining assets (on a look through basis).

Provided that the market value of Isentia's interests in taxable Australian real property (**TARP**) is substantially less than market value of its remaining assets (on a look through basis), foreign resident Scheme Shareholders should disregard any capital gain or loss arising from the Scheme.

Foreign resident Scheme Shareholders who carry on a business in Australia or hold their Isentia Shares through a permanent establishment in Australia should seek independent tax advice with respect to the CGT consequences arising from the disposal of their Isentia Shares, based on their particular circumstances. Generally speaking, the disposal of their Isentia Shares should give rise to similar tax consequences as for Australian tax resident shareholders, although the CGT discount would not be available.

7.2.3 Foreign resident capital gains withholding

Under the foreign resident capital gains withholding regime, Access Intelligence may be required to withhold and pay the Australian Taxation Office up to 12.5% of the Scheme Consideration payable to a relevant foreign resident Scheme Shareholder. Broadly, in the current circumstances, as the Isentia Shares should constitute CGT assets, the obligation would arise if the following conditions are met:

- The disposing Scheme Shareholder is a relevant foreign resident for the purposes of section 14-210 of the *Taxation Administration Act 1953*; and
- The CGT asset is TARP, an indirect Australian real property interest, or an option or right to acquire such property or such an interest.

Provided that the market value of Isentia's interests in TARP is less than the market value of its remaining assets (on a look through basis), the Isentia Shares should not be regarded as indirect Australian real property interests and Access Intelligence should not be required to withhold a portion of the Scheme Consideration payable to Scheme Shareholders that are relevant foreign residents.

7.3 Australian Goods and Services Tax

No GST should be payable by Scheme Shareholders on the disposal of Isentia Shares in accordance with the Scheme.

For completeness, Scheme Shareholders may incur GST from third party suppliers (i.e. advisors) in relation to the Scheme. Scheme Shareholders should seek their own independent tax advice to determine whether they are eligible to claim input tax credits for the GST incurred.

7.4 Australian Stamp Duty

No stamp duty should be payable by Scheme Shareholders on the disposal of Isentia Shares in accordance with the Scheme.

Any stamp duty payable under the Scheme is payable by the Access Intelligence.

8 Additional information

8.1 Isentia Shares, Isentia Incentive Rights held by Isentia Directors

The table below lists the Relevant Interests of Isentia Directors in Isentia Shares as at the date of this Scheme Booklet.

Isentia Director	Position	Relevant Interest in Isentia Shares	Number of Deferred Equity Rights	Number of Long Term Performance Rights	Implied value of all securities based on Scheme Consideration
Doug Snedden	Chairman	358,000	Nil	Nil	\$62,650
Fiona Pak-Poy	Non-executive Director	229,412	Nil	Nil	\$40,147
Peter George	Non-executive Director	Nil	Nil	Nil	Nil
Justin Kane	Non-executive Director	447,262	Nil	Nil	\$78,271
Ed Harrison	Managing Director and CEO	1,232,092	113,683 [^]	2,468,348 ^{^^}	\$235,516

[^] Deferred Equity Rights granted in relation to the performance year FY20 which are subject only to a service or continuity of employment condition. As described in section 3.7, the Board will exercise its discretion under the terms of the Isentia Incentive Plan to determine that all of these rights will vest, will be exercised and a corresponding number of Isentia Shares will be issued in respect of them before the Scheme Record Date. The implied value of Mr Harrison's Deferred Equity Rights based on the Scheme Consideration is \$19,895.

^{^^} Long Term Performance Rights which have a range of performance conditions with vesting and testing dates ranging from 30 June 2021 to 30 June 2023. As described in section 3.7, the Board will exercise its discretion under the terms of the Isentia Incentive Plan to determine that all of these rights will lapse, expire or be cancelled for nil consideration before the Scheme Record Date. The implied value of Mr Harrison's Long Term Performance Rights based on the Scheme Consideration is \$431,961 (noting that these rights will be lapsed, expired or cancelled for nil consideration).

Isentia Directors who hold Isentia Shares will be entitled to vote at the Scheme Meeting and receive the Total Cash Consideration along with all other Isentia Shareholders (other than Excluded Shareholders).

Each Isentia Director states that he or she intends to vote, or cause to be voted, all Isentia Shares held or controlled by them, or on their behalf, in favour of the Scheme, in the absence of a Superior Proposal.

8.2 Interests in Access Intelligence held by Isentia Directors

No Isentia Director holds any interest in an Access Intelligence Group Member.

No Isentia Director acquired or disposed of a Relevant Interest in any shares in an Access Intelligence Group Member in the 4 month period ending on the date immediately before the date of this Scheme Booklet.

8.3 Interests held by Isentia Directors in contracts of an Access Intelligence Group Member

No Isentia Director has an interest in any contract entered into by an Access Intelligence Group Member.

8.4 Other interests of Isentia Directors

Save as noted above and as set out in sections 8.5 and 8.6 below, no Isentia Director has any other interest, whether as a director, member or creditor of Isentia or otherwise, which is material to the Scheme, other than in their capacity as a holder of Isentia Shares and/or Isentia Incentive Rights.

8.5 Agreements or arrangements with Isentia Directors

Save as noted above, there is no agreement or arrangement made between any Isentia Director and any other person, including an Access Intelligence Group Member, in connection with or conditional upon the outcome of the Scheme.

8.6 Payments and other benefits to directors, secretaries or executive officers of Isentia

At the date of the Scheme Booklet:

Name	Position	Relevant Interest in Isentia Shares	Number of Deferred Equity Rights [^]	Number of Long Term Performance Rights ^{^^}	Implied value of all securities based on Scheme Consideration
Peter McClelland	Chief Financial Officer	1,098,551	88,338	1,334,432	\$207,705
Jacquie Shanahan	Company Secretary and General Counsel	103,300	32,262	877,718	\$23,724

[^] Deferred Equity Rights granted in relation to the performance year FY20 which are subject only to a service or continuity of employment condition. As described in section 3.7, the Board will exercise its discretion under the terms of the Isentia Incentive Plan to determine that all of these rights will vest, will be exercised and a corresponding number of Isentia Shares will be issued in respect of them before the Scheme Record Date.

^{^^} Long Term Performance Rights which have a range of performance conditions with vesting and testing dates ranging from 30 June 2021 to 30 June 2023. As described in section 3.7, the Board will exercise its discretion under the terms of the Isentia Incentive Plan to determine that all of these rights will lapse, expire or be cancelled for nil consideration before the Scheme Record Date.

See section 40 for more information about the treatment of Isentia Restricted Shares, Deferred Equity Rights and Long Term Performance Rights.

8.7 Top 20 Isentia Shareholders

As at 12 July 2021, the top 20 Isentia Shareholders in the Register held approximately 56.1% of all issued Isentia Shares. On 15 June 2021, Vuelio Australia Pty Ltd (a wholly-owned subsidiary of Access Intelligence) acquired all of Spheria Asset Management's shares in Isentia at a price of 17.5 cents per share.

Name	Number of Isentia Shares	Percentage of issued Isentia Shares
Vuelio Australia Pty Ltd (a wholly-owned subsidiary of Access Intelligence)	39,708,447	19.6%
National Nominees Ltd	10,383,031	5.1%
BNP Paribas Nominees Pty Ltd	10,259,274	5.0%
Citicorp Nominees Pty Ltd	5,590,063	2.7%
Mr Benjamin J Haan	5,000,000	2.5%
Mr Timothy J Eakin	4,890,000	2.4%
Vaspip 2 Pty Ltd	4,445,000	2.2%
Mrs Goolestan D Katrak	4,000,000	2.0%
Mrs Lisha Lei	3,929,440	1.9%
Narlack Pty Ltd	3,490,000	1.7%
Hatim Taiy Pty Ltd	3,400,053	1.7%
Mr Stanislav M Kolenc	3,137,166	1.5%
CSAM Operations Pty Ltd	3,030,000	1.5%
Mr & Mrs Kim B Tan	2,500,000	1.2%
Mr Ashok Ragupathy	2,414,705	1.2%
Certane CT Pty Ltd	2,131,632	1.1%
Morgan Stanley Australia Securities	1,869,162	0.9%
Mr Alexander J Reedy	1,587,312	0.8%
Mercantile General Pty Ltd	1,305,000	0.6%
Mr Ed Harrison	1,232,092	0.6%

8.8 Isentia's substantial holders

The substantial holders of Isentia Shares as at the date immediately before the date of this Scheme Booklet are as follows:

Name	Number of Isentia Shares	Percentage of issued Isentia Shares
Vuelio Australia Pty Ltd (a wholly-owned subsidiary of Access Intelligence)	39,708,447	19.6%

Name	Number of ISENTIA Shares	Percentage of issued ISENTIA Shares
Kestrel Partners LLP	39,708,447	19.6%

The shareholdings listed in this section 8.8 are as disclosed to ISENTIA by the shareholders in substantial holding notices or otherwise. Information in regard to substantial holdings arising, changing or ceasing after this time or in respect of which the relevant announcement is not available on the ASX website is not included above.

8.9 Suspension of trading of ISENTIA Shares

If the Court approves the Scheme, ISENTIA will immediately notify ASX. It is expected that suspension of trading on ASX in ISENTIA Shares will occur at the close of business on the Effective Date.

8.10 Warranty by Scheme Shareholders about their ISENTIA Shares

The effect of clause 9.2(b) of the Scheme is that all Scheme Shareholders, including those who vote against the Scheme and those who do not vote, will be deemed to have warranted to Access Intelligence on the Implementation Date that:

- (a) all their Scheme Shares (including any rights and entitlements attaching to their Scheme Shares) which are transferred under this Scheme will, at the time of transfer of them to Bidder, be fully paid and free from all:
 - (i) mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the Personal Properties Securities Act 2009 (Cth)) and interests of third parties of any kind, whether legal or otherwise; and
 - (ii) restrictions on transfer of any kind;
- (b) they have full power and capacity to transfer their Scheme Shares to Bidder together with any rights attaching to those Scheme Shares; and
- (c) except as otherwise provided for or contemplated in the Scheme Implementation Deed, they have no existing right to be issued any ISENTIA Shares, options or performance rights exercisable into ISENTIA shares or any other ISENTIA securities.

Clause 9.2(b) of the Scheme is set out in Attachment C to this Scheme Booklet.

8.11 ASX waivers

No ASX waivers were sought for the purposes of the Scheme or the issuance of this Scheme Booklet.

8.12 ASIC relief

Regulation 5.1.01 of the Corporations Regulations requires that, unless ASIC allows otherwise, this Scheme Booklet must contain all matters set out in Part 3 of Schedule 8 of the Corporations Regulations. As some of these requirements are not applicable or appropriate in respect of the Scheme, ASIC has allowed the following variations in this Scheme Booklet.

Clause 8302(h) of Part 3 of Schedule 8 of the Corporations Regulations requires this Scheme Booklet to set out whether, within the knowledge of the Isentia Directors, the financial position of Isentia has materially changed since the date of the last balance sheet laid before Isentia in general meeting (being its financial statements for the financial year ended 30 June 2020) or sent to Isentia Shareholders in accordance with section 314 or 317 of the Corporations Act, and, if so, full particulars of any change.

ASIC has granted Isentia relief from this requirement so that this Scheme Booklet only needs to set out whether, within the knowledge of the Isentia Directors, the financial position of Isentia has materially changed since 31 December 2020 (being the balance date of the half-year financial results and accounts lodged with ASX) and the date of this Scheme Booklet, on the basis that:

- (a) Isentia has complied with Division 2 of Part 2M.3 of the Act in respect of the half-year ended 31 December 2020;
- (b) Isentia discloses all material changes in its financial position occurring after the half-year ended 31 December 2020, and prior to the date of this Scheme Booklet, in this Scheme Booklet;
- (c) Isentia discloses, in announcements to the market operated by ASX, any material changes to its financial position that occur after the date of lodgement of this Scheme Booklet for registration with ASIC but prior to the Scheme being approved by the Court;
- (d) this Scheme Booklet states that Isentia will give a copy of the financial reports for the financial year ended 30 June 2020 and half-year ended 31 December 2020 to anyone, free of charge, who requests a copy before the Scheme to which this Scheme Booklet relates is approved by order of the Court; and
- (e) the explanatory statement sent to Isentia Shareholders is substantially in the form given to ASIC on 28 June 2021.

8.13 Consents

- (a) The following parties have given, and have not withdrawn before the date of this Scheme Booklet, their consent to be named in this Scheme Booklet in the form and context in which they are named:
 - (i) Macquarie Capital as financial adviser to Isentia;
 - (ii) Link Market Services as the manager of the Share Registry;
 - (iii) Deloitte as tax adviser to Isentia in relation to the Scheme; and
 - (iv) Gilbert + Tobin as legal adviser to Isentia in relation to the Scheme.
- (b) The Independent Expert has given and has not withdrawn its consent to be named in this Scheme Booklet and to the inclusion of the Independent Expert's Report in Attachment E to this Scheme Booklet and to the references to the Independent Expert's Report in this Scheme Booklet being made in the form and context in which each such reference is included.
- (c) Access Intelligence has given and has not withdrawn its consent to be named in this Scheme Booklet and in relation to the inclusion of the Access Intelligence Information in this Scheme Booklet in the form and context in which that information is included.

- (d) Each person named in this section 8.13:
- (i) has not authorised or caused the issue of this Scheme Booklet;
 - (ii) does not make, or purport to make, any statement in this Scheme Booklet or any statement on which a statement in this Scheme Booklet is based, other than as specified in this section 8.13; and
 - (iii) to the maximum extent permitted by law, expressly disclaims all liability in respect of, makes no representation regarding, and takes no responsibility for, any part of this Scheme Booklet, other than a reference to its name and the statement (if any) included in this Scheme Booklet with the consent of that party as specified in this section 8.13.

8.14 Documents available

An electronic version of this Scheme Booklet including the Independent Expert's Report and the Scheme Implementation Deed are available for viewing and downloading online at Isentia's website at <https://www.isentia.com/scheme>.

8.15 Continuous disclosure

Isentia is subject to regular reporting and disclosure obligations under the Corporations Act and ASX Listing Rules. Isentia has an obligation (subject to limited exceptions) to notify ASX immediately upon becoming aware of any information which a reasonable person would expect to have a material effect on the price or value of Isentia Shares.

Copies of documents filed with ASX may be obtained from ASX's website (www.asx.com.au).

In addition, Isentia is also required to lodge various documents with ASIC. Copies of documents lodged with ASIC in relation Isentia may be obtained from, or inspected at, an ASIC office.

8.16 Supplementary information

If Isentia becomes aware of any of the following between the date of lodgement of this Scheme Booklet for registration with ASIC and the Court Approval Date:

- a material statement in this Scheme Booklet is false or misleading;
- a material omission from this Scheme Booklet;
- a significant change affecting a matter in this Scheme Booklet; or
- a significant new matter has arisen and it would have been required to be included in this Scheme Booklet if known about at the date of lodgement with ASIC,

depending on the nature and timing of the changed circumstances, and subject to obtaining any relevant approvals, Isentia may circulate and publish any supplementary document by:

- making an announcement to ASX;
- placing an advertisement in a prominently published newspaper which is circulated generally throughout Australia;

- posting the supplementary document to Isentia Shareholders at their registered address as shown in the Register; or
- posting a statement on Isentia's website at www.isentia.com,

as Isentia in its absolute discretion considers appropriate.

8.17 Other

(a) Lodgement of Scheme Booklet with ASIC

This Scheme Booklet was lodged with ASIC on 28 June 2021 in accordance with section 411(2)(b) of the Corporations Act.

(b) Other material information

Otherwise than as contained or referred to in this Scheme Booklet, including the Independent Expert's Report and the information that is contained in the Attachments to this Scheme Booklet, there is no other information that is material to the making of a decision by an Isentia Shareholder whether or not to vote in favour of the Scheme Resolution to approve the Scheme, being information that is known to any Isentia Director and which has not previously been disclosed to Isentia Shareholders.

9 Glossary

In this Scheme Booklet unless the context otherwise requires:

\$ means Australian dollars unless otherwise stated.

Access Intelligence means Access Intelligence plc (company registration number 04799195).

Access Intelligence Group means Access Intelligence and each of its subsidiaries, and **Access Intelligence Group Member** means any of those entities.

Access Intelligence Information means the information contained in section 5, and under the headings “Who is Access Intelligence” on page 22 and “How is Access Intelligence funding the Scheme Consideration?” on page 27, of this Scheme Booklet.

AIM means Alternative Investment Market of the London Stock Exchange.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ACN 008 624 691 or, as the context requires, the financial market operated by it.

ASX Listing Rules means the official listing rules, from time to time, of ASX.

Authorised Person means “Authorised Person”, as that term is defined in the Scheme Implementation Deed.

Bidder Sub means, Vuelio Australia Pty Limited, an Australian proprietary company incorporated on 13 May 2020 and registered in the state of New South Wales for the purpose of entering into contracts with future potential customers based in Australia and to continue providing services to the Access Intelligence Group’s existing small number of Australian customers after Access Intelligence’s Australian-based reseller ceased its operations on behalf of Access Intelligence. Bidder Sub is a direct wholly-owned subsidiary of Access Intelligence.

Bombora means Bombora Investment Management.

Business Day means a day that is not a Saturday, Sunday or a public holiday or bank holiday in Sydney, New South Wales.

CHESS means the Clearing House Electronic Subregister System, which provides for electronic share transfers in Australia.

Competing Proposal means any proposal, offer or transaction by a third party (other than Access Intelligence or its Related Bodies Corporate) that, if completed, would mean:

- (a) a person would acquire a relevant interest or voting power in 20% or more of the Isentia Shares or of the securities of any Isentia Group Member;
- (b) a person would enter into, buy, dispose of, terminate or otherwise deal with any cash settled equity swap or other synthetic, economic or derivative transaction connected with or relating to 20% or more of the Isentia Shares or of the securities of any Isentia Group Member;

- (c) a person would directly or indirectly acquire or obtain an interest (including an economic interest) in all or a substantial part or material part of the business conducted by, or assets or property of, Isentia or any Isentia Group Member;
- (d) a person would acquire Control of Isentia or any Isentia Group Member;
- (e) a person may otherwise acquire, or merge with, Isentia or any Isentia Group Member (including by way of takeover bid, scheme of arrangement, capital reduction, sale of assets, sale of securities, strategic alliance, dual listed company structure, joint venture or partnership);
- (f) Isentia will issue, on a fully diluted basis, 20% or more of its capital as consideration for the assets or share capital or another person; or
- (g) Isentia abandons, or otherwise fails to proceed with, the Transaction,

or any proposal by Isentia to implement any reorganisation of capital. Each successive material modification or variation of any proposal, offer or transaction in relation to a Competing Proposal will constitute a new Competing Proposal.

Conditions means the conditions precedent to the implementation of the Scheme set out in clause 3.1 of the Scheme Implementation Deed and Condition means any one of them.

Copyright Tribunal means the Copyright Tribunal of Australia, and independent body administered by the Federal Court of Australia under Part VI of the *Copyright Act 1968*.

Corporations Act means the *Corporations Act 2001* (Cth), as amended from time to time.

Court means the Supreme Court of New South Wales or such other court of competent jurisdiction under the Corporations Act agreed to in writing by Isentia and Access Intelligence.

Court Approval Date means the date when the Court grants its approval to the Scheme under section 411(4) of the Corporations Act.

Deed Poll means the deed poll in the form of Attachment D to this Scheme Booklet, executed by Access Intelligence in favour of Scheme Shareholders.

Deferred Equity Rights means the deferred equity rights granted pursuant to the Isentia Incentive Plan in respect of the FY20 period.

Deloitte means Deloitte Tax Services Pty Ltd.

EBITDA means earnings before interest, tax, depreciation and amortisation.

Effective means the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to this Scheme.

Effective Date means the date on which the Scheme becomes Effective.

End Date means the later of:

- (a) 15 December 2021; and

- (b) such other date and time agreed in writing between Access Intelligence and Isentia.

Excluded Share means an Isentia Share held by or on behalf of any member of the Access Intelligence Group.

Excluded Shareholder means any Isentia Shareholder who is a member of the Access Intelligence Group or any Isentia Shareholder who holds any Isentia Shares on behalf, or for the benefit of, any member of the Access Intelligence Group and does not hold Isentia Shares on behalf of, or for the benefit of, any other person.

Exclusivity Period means the period commencing on the date of the Scheme Implementation Deed and ending on the earliest of:

- (a) the End Date;
- (b) the Effective Date; and
- (c) the date the Scheme Implementation Deed is terminated in accordance with its terms.

finnCap means finnCap Limited.

GBP means British pound sterling.

Government Agency means any foreign or Australian government or governmental, semi-governmental, administrative, fiscal, statutory or judicial body, department, commission, authority, tribunal, agency or entity, or any minister of the Crown in right of the Commonwealth of Australia or any state, or any other federal, state, provincial, local or other government, whether foreign or Australian. It also includes any self-regulatory organisation established under statute or otherwise discharging substantially public or regulatory functions (including ASIC and the Takeovers Panel).

GST means a goods and services tax or similar value added tax levied or imposed under the GST Law.

GST Law has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Headcount Test has the meaning given to it in section 3.2(c) of this Scheme Booklet.

Implementation Date means the fifth Business Day after the Scheme Record Date or such other date as Isentia and Access Intelligence may agree in writing.

Independent Expert means the expert appointed by Isentia, being KPMG.

Independent Expert's Report means the report prepared by the Independent Expert, a copy of which is set out in Attachment E to this Scheme Booklet.

Isentia means Isentia Group Limited (ACN 167 541 568).

Isentia Board means the board of directors of Isentia.

Isentia Director or your director means a director of Isentia as at the date of this Scheme Booklet.

Isentia Group means Isentia and each of its subsidiaries, and **Isentia Group Member** means any of those entities.

Isentia Incentive Plan means the Isentia long term incentive plan rules adopted in May 2014 and released on ASX on 5 June 2014.

Isentia Incentive Rights means the Deferred Equity Rights, and Long Term Performance Rights.

Isentia Material Adverse Change means “Isentia Material Adverse Change”, as that term is defined in the Scheme Implementation Deed.

Isentia Prescribed Occurrence means “Isentia Prescribed Occurrence”, as that term is defined in the Scheme Implementation Deed.

Isentia Regulated Event means “Isentia Regulated Event”, as that term is defined in the Scheme Implementation Deed.

Isentia Reimbursement Fee has the meaning given to that term in the Scheme Implementation Deed.

Isentia Restricted Share means an unquoted Isentia Share which is subject to restrictions on disposal or dealing, including holding locks, service conditions or other similar restrictions on disposal or dealing.

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

Isentia Shareholders means each person who is registered in the Register of Isentia as the holder of Isentia Shares.

KPMG means KPMG Financial Advisory Services (Australia) Pty Ltd.

Link Market Services means Link Market Services Limited.

Long Term Performance Rights means:

- the long term performance rights granted pursuant to the Isentia Incentive Plan in accordance with the ‘FY19 Executive Reward Plan’; and
- the long term performance rights granted pursuant to the Isentia Incentive Plan in accordance with the ‘FY20 Executive Reward Plan’.

Maximum Funding Requirement means the Maximum Scheme Consideration and any associated transactions costs.

Maximum Scheme Consideration means the maximum consideration payable by Bidder Sub in connection with the Scheme.

Placing means a non-pre-emptive placing to institutional and other investors under the terms of the Placing Agreement.

Placing Agreement means a placing agreement entered into on 14 June 2021 between Access Intelligence, its directors and finnCap Limited.

Placing Price refers to the Placing of Access Intelligence ordinary shares at a price of 120 pence per share under the terms of the Placing Agreement.

Register means the register of Isentia Shareholders kept by Isentia.

Related Body Corporate has the meaning it has in the Corporations Act.

Relevant Interest has the same meaning as given by sections 608 and 609 of the Corporations Act.

Requisite Majorities means the threshold for approval of the Scheme Resolution set out in section 1.3 of this Scheme Booklet, being votes in favour of the resolution received from:

- (a) a majority in number (more than 50%) of Isentia Shareholders (other than Excluded Shareholders) present and voting at the Scheme Meeting (whether in person, by proxy, by attorney or, in the case of corporate Isentia Shareholders (other than Excluded Shareholders), by a corporate representative); and
- (b) at least 75% of the total number of votes cast on the Scheme Resolution at the Scheme Meeting.

SaaS means software as a service.

Scheme means a members' scheme of arrangement pursuant to Part 5.1 of the Corporations Act between Isentia and Scheme Shareholders, on the terms described in Attachment C to this Scheme Booklet, subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act.

Scheme Announcement Date means Tuesday, 15 August 2021.

Scheme Booklet means this scheme booklet in relation to the Scheme.

Scheme Consideration and **Total Cash Consideration** means \$0.175 cash for each Isentia Share held by a Scheme Shareholder on the Scheme Record Date.

Scheme Implementation Deed means the Scheme Implementation Deed dated 15 June 2021 between Isentia and Access Intelligence in the form set out in Attachment B of this Scheme Booklet.

Scheme Meeting means the meeting of Isentia Shareholders (other than Excluded Shareholders) ordered by the Court to be convened under section 411(1) of the Corporations Act to consider and vote on the Scheme and includes any meeting convened following any adjournment or postponement of that meeting.

Scheme Record Date means in respect of the Scheme, 5.00pm on the third Business Day (or such other Business Day as the parties agree in writing) following the Effective Date.

Scheme Resolution means a resolution of eligible Isentia Shareholders to approve the Scheme, the form of which is set out in the Notice of Scheme Meeting in Attachment A to this Scheme Booklet.

Scheme Share means an Isentia Share on issue as at the Scheme Record Date (other than any Isentia Shares held or controlled by an Excluded Shareholder).

Scheme Shareholder means a person who holds one or more Scheme Shares.

Second Court Date means the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme is heard or

scheduled to be heard or, if the application is adjourned for any reason, means the date on which the adjourned application is heard or scheduled to be heard.

Share Registry means Link Market Services, or any replacement provider of share registry services to Isentia.

Spheria or **Spheria Asset Management** means Spheria Asset Management Pty Ltd (ACN 611 081 326).

Subscription means the subscription letter dated 14 June 2021 between Access Intelligence and Bombora Investment Management.

Superior Proposal means a bona fide Competing Proposal:

- (a) of the kind referred to in any of paragraphs (c), (d) or (e) of the definition of Competing Proposal; and
- (b) not resulting from a breach by Isentia of any of its obligations under clause 11 of the Scheme Implementation Deed (it being understood that any actions by the other Isentia Group Members or the Authorised Persons of any Isentia Group Member prohibited by clause 11 of the Scheme Implementation Deed shall be deemed to be a breach by Isentia for the purposes of the Scheme Implementation Deed),

which the Isentia Board determines, acting in good faith and in order to satisfy what the Isentia Board reasonably considers to be its fiduciary or statutory duties (after receiving written advice from its external legal and financial advisers):

- (c) is reasonably capable of being valued and reasonably likely to be completed in accordance with its terms in a timely fashion, taking into account all financial, regulatory and other aspects of such proposal; and
- (d) would, if completed substantially in accordance with its terms, be likely to result in a transaction more favourable to Isentia Shareholders (other than Excluded Shareholders) as a whole than the Transaction (as completed), taking into account all of the terms and conditions of the Competing Proposal, including, but not limited to, type of consideration offered, the actual or implied premium of the purchase price, conditionality, funding, certainty, timing, the identity of the proponent and any other matters affecting the probability of the Competing Proposal being completed.

Takeovers Panel means the Takeovers Panel constituted under the *Australian Securities and Investments Commission Act 2001* (Cth).

TARP means taxable Australian real property.

Transaction means the proposed acquisition by Access Intelligence, in accordance with the terms and conditions of the Scheme Implementation Deed, of all of the Isentia Shares that it does not already own through the implementation of the Scheme.

VWAP means volume weighted average price.

Attachment A Notice of Scheme Meeting

Isentia Group Limited (ACN 167 541 568)

Notice is hereby given that by an order of the Supreme Court of New South Wales (**Court**) made on 16 July 2021 pursuant to section 411(1) of the *Corporations Act 2001* (Cth) (**Corporations Act**) a meeting of the holders of ordinary shares in Isentia Group Limited (**Isentia**) other than any holders who are members of the Access Intelligence Group¹¹ will be held at 9:00am (Sydney time) on Tuesday, 17 August 2021.

Having regard to the uncertainty and potential health risks associated with large gatherings during the COVID-19 pandemic, Isentia Shareholders will not be able to attend the Scheme Meeting in person. Isentia Shareholders and their authorised proxies, attorneys and corporate representatives may participate in the Scheme Meeting online at <https://agmlive.link/ISDSM21>. Isentia Shareholders who participate in the Scheme Meeting via the online platform will be able to listen to the Scheme Meeting, cast an online vote and ask questions online.

The Court has also directed that Douglas Snedden act as Chairperson of the meeting or failing him Edward Harrison and has directed the Chairperson to report the result of the meeting to the Court if the resolution is approved.

Business of the meeting – Scheme Resolution

To consider, and if thought fit, to pass the following resolution in accordance with section 411(4)(a)(ii) of the Corporations Act:

“That, pursuant to and in accordance with section 411 of the Corporations Act 2001 (Cth), the scheme of arrangement proposed between Isentia and the holders of its ordinary shares other than certain excluded shareholders (the terms of which are contained in and more particularly described in the Scheme Booklet (of which this Notice of Scheme Meeting forms part)) is agreed to (with or without alterations or conditions as approved by the Court and which are agreed to by Isentia and Access Intelligence) and, subject to approval of the Scheme by the Court, the Isentia board of directors is authorised to implement the Scheme with any such alterations or conditions.”

By Order of the Court



Jacquie Shanahan
Company Secretary
19 July 2021

¹¹ Isentia Shares the subject of the Scheme does not include 39,708,447 Isentia Shares held by Access Intelligence through its wholly-owned subsidiary Vuelio Australia Pty Ltd, as these are Excluded Shares held by an Excluded Shareholder.

Explanatory notes

To enable you to make an informed decision on the Scheme Resolution, further information on the Scheme is set out in the Scheme Booklet, of which this Notice of Scheme Meeting forms part. Terms used in this Notice of Scheme Meeting have the same meaning as set out in the Glossary in section 9 of the Scheme Booklet.

These notes should be read in conjunction with the Notice of Scheme Meeting.

Requisite Majorities

In accordance with section 411(4)(a)(ii) of the Corporations Act, the Scheme Resolution must be approved by:

- (a) a majority in number (unless the Court orders otherwise) of the eligible holders of Isentia Shares present and voting (either in person, by proxy or attorney or in the case of a corporate holder, by duly appointed corporate representative) at the Scheme Meeting; and
- (b) at least 75% of the votes cast on the Scheme Resolution by eligible holders of Isentia Shares.

Entitlement to vote

The Court has ordered that, for the purposes of the Scheme Meeting, Isentia Shares will be taken to be held by the persons who are registered as members of Isentia as of 7:00pm (Sydney time) on Sunday, 15 August 2021. Accordingly, transfers registered after this time will be disregarded in determining entitlements to vote at the Scheme Meeting.

Voting at the meeting

Isentia Shareholders and their authorised proxies, attorneys and corporate representatives may participate in the Scheme Meeting via the online platform at <https://agmlive.link/ISDSM21>.

If Isentia Shares are jointly held, either one of the joint shareholders is entitled to vote. If more than one joint shareholder votes in respect of jointly held shares, only the vote of the shareholder whose name appears first in the register will be counted.

Voting will be conducted by poll.

(a) Voting online

If you wish to vote online, you must participate in the Scheme Meeting via the online platform at <https://agmlive.link/ISDSM21>.

Online voting will be open between the start of the Scheme Meeting and the closing of voting as announced by the chairperson during the Scheme Meeting.

(b) Voting by proxy

If you cannot participate in the Scheme Meeting via the online platform, you may vote by proxy by completing the proxy form accompanying this Scheme Booklet.

A validly appointed proxy will have the right to vote on the poll and also to ask questions at the meeting. A proxy cannot be appointed electronically if they are appointed under a power of attorney or similar authority. If you have appointed a proxy and participate in and vote at the Scheme Meeting, the authority of your proxy to participate and vote, on your behalf, is automatically suspended. However, if

you view a live webcast of the Scheme Meeting as a 'visitor', you will not revoke your proxy appointment.

A vote given in accordance with the terms of a proxy appointment is valid despite the revocation of that appointment, unless notice in writing of the revocation has been received by the Share Registry before the start of the meeting (or, if the meeting is adjourned or postponed, before the resumption of the meeting in relation to the resumed part of the meeting) in any of the ways set out below.

You should consider how you wish your proxy to vote. That is, whether you want your proxy to vote 'for' or 'against', or abstain from voting on, the Scheme Resolution, or whether to leave the decision to the proxy after he or she has considered the matters discussed at the meeting.

If you do not direct your proxy how to vote on the Scheme Resolution, the proxy may vote, or abstain from voting, as he or she thinks fit. If you instruct your proxy to abstain from voting on an item of business, he or she is directed not to vote on your behalf, and the shares the subject of the proxy appointment will not be counted in computing the required majority.

If you return your proxy form:

- without identifying a proxy on it, you will be taken to have appointed the chairperson of the meeting as your proxy to vote on your behalf; or
- with a proxy identified on it but your proxy does not participate in the meeting, the chairperson of the meeting will act in place of your nominated proxy and vote in accordance with any directions on your proxy form.

The chairperson of the meeting intends to vote all available undirected proxies in favour of the Scheme Resolution, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Isentia Shareholders.

Please refer to the enclosed proxy form for instructions on completion and lodgement. Please note that proxy forms must be received at the Share Registry, or lodged online at www.linkmarketservices.com.au, by no later than 9.00am (Sydney time) on Sunday, 15 August 2021 (or if the Scheme Meeting is adjourned, at least 48 hours before the resumption of the Scheme Meeting in relation to the resumed part of the Scheme Meeting).

(c) Voting by attorney

You may appoint an attorney to participate in and vote at the meeting on your behalf. Your attorney need not be another Isentia Shareholder. Each attorney will have the right to vote on the poll and also to speak at the Scheme Meeting.

The power of attorney appointing your attorney to participate in and vote at the meeting must be duly executed by you and specify your name, the company (that is, Isentia) and the attorney, and also specify the meeting(s) at which the appointment may be used. The appointment may be a standing one.

The power of attorney, or a certified copy of the power of attorney, should be received by the Share Registry before 9:00am on the Sunday, 15 August 2021 (or, if the meeting is adjourned or postponed, no later than 48 hours before the resumption of the meeting in relation to the resumed part of the meeting) in any ways specified below for proxy forms, except that the power of attorney or a certified copy of the power of attorney cannot be lodged online or by mobile device.

A validly appointed attorney wishing to participate in and vote at the Scheme Meeting via the online platform will require the appointing Isentia Shareholder's name and postcode and the SRN/HIN of the shareholding in order to access the online platform.

(d) Voting by corporate representative (in the case of a body corporate)

A body corporate which is an Isentia Shareholder may appoint an individual to act as its corporate representative. The appointment must comply with the requirements of section 250D and 253B of the Corporations Act. A form of certificate may be downloaded via www.linkmarketservices.com.au or obtained from the Share Registry by calling +61 1300 554 474 (free call within Australia) 9.00am to 5.00pm (Sydney time) Monday to Friday (excluding public holidays). The certificate of appointment may set out restrictions on the representative's powers.

The certificate must be received by the Share Registry prior to the Scheme Meeting. Isentia Shareholders may submit the certificate:

- via email, by sending it to vote@linkmarketservices.com.au; or
- in any of the ways specified for proxy forms below, except that a certificate of appointment of a corporate representative cannot be lodged online or by mobile device.

If a certificate is completed by an individual or corporation under power of attorney or other authority, the power of attorney or other authority, or a certified copy of the power of attorney or other authority, must accompany the completed certificate unless the power of attorney or other authority has previously been received by the Share Registry.

A validly appointed corporate representative wishing to participate in and vote at the Scheme Meeting via the online platform will require the appointing Isentia Shareholder's name and postcode and the SRN/HIN of the holding in order to access the online platform.

Lodgement of proxies and queries

To appoint a proxy, please complete and sign the personalised proxy form accompanying this Scheme Booklet in accordance with the instructions set out on the proxy form or lodge your proxy vote online at Link Market Services' website (www.linkmarketservices.com.au) in accordance with the instructions given there. You may complete the proxy form in favour of the Chairperson of the Scheme Meeting or appoint up to two proxies to attend and vote on your behalf at the Scheme Meeting.

TO BE VALID, PROXY FORMS FOR THE SCHEME MEETING MUST BE RECEIVED BY THE SHARE REGISTRY BY NO LATER THAN 9:00AM (SYDNEY TIME) ON SUNDAY, 15 AUGUST 2021. PROXY FORMS RECEIVED AFTER THIS TIME WILL BE INVALID.

Proxy forms, duly completed in accordance with the instructions set out on the proxy form, may be returned to the Share Registry:

- by posting them in the reply paid envelope provided;
- by delivering them to the Share Registry during normal business hours at the following address:
 - 1A Homebush Bay Drive, Rhodes NSW 2138; or
 - Level 12, 680 George Street, Sydney NSW 2000;
- by faxing them to +61 2 9287 0309;
- by posting them to Link Market Services Limited, Locked Bag A14, Sydney South NSW 1235, Australia;
- by mobile device (if you have a smart phone, you can now lodge your vote via the Link website www.linkmarketservices.com.au or by scanning the QR code on the proxy form. To scan the

code you will need a QR code reader application which can be downloaded for free on your mobile device. Log in using the SRN/HIN and postcode for your shareholder); or

- online at www.linkmarketservices.com.au

If a proxy form is completed by an individual or corporation under power of attorney or other authority, the power of attorney or other authority, or a certified copy of the power of attorney or other authority, must accompany the completed proxy form unless the power of attorney or other authority has previously been received by the Share Registry.

Questions

Isentia Shareholders will have a reasonable opportunity to ask questions during the Scheme Meeting via the online platform. Isentia Shareholders who prefer to register questions in advance of the Scheme Meeting are also invited to do so by submitting questions online at www.linkmarketservices.com.au. The chairperson of the Scheme Meeting will endeavour to address as many of the more frequently raised relevant questions as possible during the course of the Scheme Meeting. However, there may not be sufficient time available during the Scheme Meeting to address all of the questions raised. Please note that individual responses will not be sent to Isentia Shareholders. Questions must be submitted to the Share Registry by 5.00pm (Sydney time) on Tuesday, 10 August 2021.

Technical difficulties

Technical difficulties may arise during the course of the Scheme Meeting. The chairperson has discretion as to whether and how the Scheme Meeting should proceed in the event that a technical difficulty arises. In exercising this discretion, the chairperson will have regard to the number of Isentia Shareholders impacted and the extent to which participation in the business of the meeting is affected. Where the chairperson considers it appropriate, the chairperson may continue to hold the Scheme Meeting and transact business, including conducting a poll and voting in accordance with valid proxy instructions.

Advertisement

Where this Notice of Scheme Meeting is advertised unaccompanied by the Scheme Booklet, a copy of the Scheme Booklet can be obtained by anyone from ASX's website (www2.asx.com.au) or from Isentia's transaction website (www.isentia.com/investors/) or by contacting the Share Registry.

Court approval

If the Scheme Resolution is approved at the Scheme Meeting by the Requisite Majorities, the implementation of the Scheme (with or without modification) will be subject, among other things, to the subsequent approval of the Court.

Attachment B Scheme Implementation Deed

Scheme implementation deed

Isentia Group Limited
Access Intelligence plc

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Parties

- 1 Isentia Group Limited (ACN 167 541 568) of Level 3, 219-241 Cleveland Street, Strawberry Hills NSW 2012 (**Isentia**); and
- 2 Access Intelligence plc (company registration number 04799195) of The Johnson Building, 79 Hatton Garden, London EC1N 8AW (**Bidder**).

The parties agree

Background

- A The parties have agreed that Bidder will acquire all of the Isentia Shares by way of a scheme of arrangement pursuant to Part 5.1 of the Corporations Act between Isentia and the Isentia Shareholders (other than Excluded Shareholders).
 - B The parties have agreed to implement the Scheme on the terms of this deed.
-

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary;
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act; and
- (c) which is defined in the GST Law, but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Law.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Agreement to propose Scheme

2.1 Proposal of Scheme

- (a) Isentia will propose and implement the Scheme on and subject to the terms and conditions of this deed.
 - (b) Subject to clause 2.1(d) and 2.1(e) Bidder agrees to assist Isentia to propose and implement the Scheme on and subject to the terms and conditions of this deed.
 - (c) The parties agree to implement the Scheme on and subject to the terms and conditions of this deed.
 - (d) Bidder may nominate any wholly owned Subsidiary of Bidder (**Bidder Sub**) to acquire the Scheme Shares under the Scheme by giving written notice to Isentia
-

on before the date that is 5 Business Days before the First Court Date (**Sub Notification**).

- (e) If Bidder nominates a Bidder Sub to acquire the Scheme Shares under the Scheme, then:
- (i) references in this deed to Bidder acquiring the Scheme Shares under the Scheme, or taking any other action under or in respect of the Scheme, are to be read as references to the Bidder Sub doing so;
 - (ii) Bidder must procure that Bidder Sub complies with its obligations under the Scheme; and
 - (iii) despite paragraphs 2.1(e)(i) and 2.1(e)(ii), Bidder will continue to be bound by all of the obligations of Bidder under this deed and will not be released from any obligations or liabilities under this deed following the Sub Notification. However, Isentia agrees that Bidder will not be in breach of this deed for failing to discharge an obligation of Bidder under this deed if the Bidder Sub fully discharges that obligation.

2.2 Timetable

The parties acknowledge the Timetable is an indicative timetable and will consult with each other regularly in relation to:

- (a) performing their respective obligations within the framework established by the Timetable; and
- (b) any need to modify the Timetable.

3 Conditions precedent and pre-implementation steps

3.1 Conditions to Scheme

Subject to this clause 3, the Scheme will not become Effective, and the obligations of Bidder in relation to the implementation of the Scheme (including under clause 4) are not binding, until each of the following conditions precedent is satisfied or waived (to the extent and in the manner set out in this clause 3):

- (a) **No restraints:** no judgement, order decree, law, statute, ordinance, regulation, rule or other temporary restraining order, preliminary or permanent injunction, restraint or prohibition, entered, enacted, promulgated, enforced or issued by any court of competent jurisdiction or Government Agency preventing, prohibiting or making illegal the Scheme is in effect at 8.00am on the Second Court Date;
- (b) **Isentia Shareholder approval:** the Scheme is approved by Isentia Shareholders (other than Excluded Shareholders) at the Scheme Meeting by the requisite majorities under section 411(4)(a)(ii) of the Corporations Act;
- (c) **Bidder Shareholder approval:** Bidder Shareholders approve the issuance of the Placing Shares and approve the Transaction at the Bidder Shareholder Meeting in accordance with the requirements of the AIM Rules;
- (d) **Independent Expert:** the Independent Expert issues an Independent Expert's Report which concludes that the Scheme is in the best interests of Isentia Shareholders before the time when the Scheme Booklet is registered with ASIC

and the Independent Expert does not publicly withdraw, qualify or change that opinion at any time prior to 8.00am on the Second Court Date;

- (e) **Court approval:** the Scheme is approved by the Court in accordance with section 411(4)(b) of the Corporations Act either unconditionally or on conditions that do not impose unduly onerous obligations upon either Scheme Party (acting reasonably);
- (f) **No Isentia Prescribed Occurrence:** no Isentia Prescribed Occurrence occurs between (and including) the date of this deed and 8.00am on the Second Court Date;
- (g) **No Isentia Regulated Event:** no Isentia Regulated Event occurs between (and including) the date of this deed and 8.00am on the Second Court Date;
- (h) **No Isentia Material Adverse Change:** no Isentia Material Adverse Change occurs, is more likely than not to occur, or is discovered, announced, disclosed or otherwise becomes known to Bidder between (and including) the date of this deed and 8.00am on the Second Court Date;
- (i) **Isentia Warranties:** the Isentia Warranties being true and correct in all material respects on the date of this deed and at 8.00am on the Second Court Date; and
- (j) **Bidder Warranties:** the Bidder Warranties being true and correct in all material respects on the date of this deed and at 8.00am on the Second Court Date.

3.2 Benefit and waiver of conditions precedent

- (a) The Conditions in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(e) are for the benefit of the Scheme Parties and any breach or non-satisfaction of any of them may only be waived in accordance with applicable law and with the written agreement of the Scheme Parties.
- (b) The Conditions in clauses 3.1(d) and 3.1(j) are for the sole benefit of Isentia and any breach or non-satisfaction of any of them may only be waived by Isentia in writing.
- (c) The Conditions in clauses 3.1(f), 3.1(g), 3.1(h) and 3.1(i) are for the sole benefit of Bidder and any breach or non-satisfaction of any of them may only be waived by Bidder in writing.
- (d) A party entitled to waive the breach or non-satisfaction of a Condition pursuant to this clause 3.2 (either individually or jointly) may do so in its absolute discretion.
- (e) Any waiver of the breach or non-satisfaction of a Condition by a party who is entitled to do so pursuant to this clause 3.2 is only effective if such waiver is given on or prior to 8.00am on the Second Court Date. The Conditions in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(e) cannot be waived.
- (f) If a party waives the breach or non-satisfaction of any Condition, that waiver will not preclude it from suing another party for any breach of this deed including a breach that resulted in the non-satisfaction of the Condition that was waived.
- (g) Waiver of a breach or non-fulfilment in respect of one Condition does not constitute:
 - (i) a waiver of breach or non-fulfilment of any other Condition resulting from the same event; or

- (ii) a waiver of breach or non-fulfilment of that Condition arising from any other event.

3.3 Reasonable endeavours

- (a) Isentia must use its reasonable endeavours to procure that the Conditions in clauses 3.1(b), 3.1(d), 3.1(e), 3.1(f), 3.1(g), 3.1(h) and 3.1(i) are satisfied as soon as possible after the date of this deed.
- (b) Bidder must use reasonable endeavours to procure that the Conditions in clauses 3.1(c) and 3.1(j) are satisfied as soon as possible after the date of this deed.
- (c) The parties will use their respective reasonable endeavours to ensure that:
 - (i) the Condition in clause 3.1(a) is satisfied as soon as reasonably practicable after the date of this deed or continues to be satisfied at all times until the last time it is to be satisfied (as the case may require); and
 - (ii) there is no occurrence or non-occurrence within their control or the control of any of their respective Subsidiaries (as the context requires) that would (or would be reasonably likely to) prevent any of the Conditions being satisfied.
- (d) Before providing any document or other information to the other Scheme Party (in this clause 3.3(d), the **Recipient**) pursuant to clause 7.1, 7.3 or 7.4, a Scheme Party (in this clause 3.3(d), the **Discloser**) may redact any part of that document, or not disclose any part of that information, which contains or is confidential, non-public information (**Competitively Sensitive Information**) if the Discloser reasonably believes that the disclosure of the Competitively Sensitive Information to the Recipient would have the reasonable potential to lead to a contravention of relevant competition laws, and may provide the document or disclose the information to the Recipient with any Competitively Sensitive Information redacted or excluded, provided that, where Competitively Sensitive Information is so redacted or excluded, the Discloser must provide the Recipient with as much detail about the relevant communication, submission or correspondence (and any other relevant circumstances) as is reasonably possible without disclosing the Competitively Sensitive Information, and provide to the Recipient's external legal counsel a complete and unredacted version of the document or information, on the basis that the Recipient's external legal counsel will not share any information that is marked as Competitively Sensitive Information.

3.4 Notifications

Each of the Scheme Parties must:

- (a) keep the other promptly and reasonably informed of the steps it has taken and of its progress towards satisfaction of the Conditions;
- (b) promptly notify the other in writing if it becomes aware that any Condition has been satisfied; and
- (c) promptly notify the other in writing if it becomes aware that any Condition is or has become incapable of being satisfied (having regard to the respective obligations of each party under clause 3.3).

3.5 Certificate

On the Second Court Date, Isentia and Bidder will provide a joint certificate to the Court confirming whether or not the Conditions (other than the Condition set out in clause 3.1(e)) have been satisfied or waived in accordance with the terms of this deed.

3.6 Scheme voted down because of Headcount Test

If the Scheme is not approved by Isentia Shareholders (other than Excluded Shareholders) at the Scheme Meeting by reason only of the non-satisfaction of the Headcount Test and Isentia or Bidder considers, acting reasonably, that Share Splitting or some abusive or improper conduct may have caused or contributed to the Headcount Test not having been satisfied then Isentia must:

- (a) apply for an order of the Court contemplated by section 411(4)(a)(ii)(A) of the Corporations Act to disregard the Headcount Test and seek Court approval of the Scheme under section 411(4)(b) of the Corporations Act, notwithstanding that the Headcount Test has not been satisfied; and
- (b) make such submissions to the Court and file such evidence as counsel engaged by Isentia to represent it in Court proceedings related to the Scheme, in consultation with Bidder, considers is reasonably required to seek to persuade the Court to exercise its discretion under section 411(4)(a)(ii)(A) of the Act by making an order to disregard the Headcount Test.

3.7 Conditions not capable of being satisfied

- (a) Subject to clause 3.6, if a Condition is not satisfied, or becomes incapable of being satisfied, before the End Date (or it becomes more likely than not that the Scheme will not become Effective on or before the End Date), then unless the relevant Condition (where capable of waiver) is waived:
 - (i) subject to clause 3.7(b), a party may give the other parties written notice (**Consultation Notice**) within 5 Business Days after the relevant notice of that fact being given under clause 3.4(c);
 - (ii) upon delivery of the Consultation Notice, the parties must consult in good faith with a view to determining whether they can reach agreement with respect to:
 - (A) the terms (if any) on which the party with the benefit of the relevant Condition will waive that Condition;
 - (B) an extension of the time for satisfaction of the relevant Condition or an extension of the End Date (as the case may be);
 - (C) changing the date of the application to be made to the Court for orders under section 411(4)(b) of the Corporations Act approving the Scheme or adjourning that application (as applicable) to another date agreed by the parties; or
 - (D) the Transaction proceeding by way of alternative means or methods; and
 - (iii) if the parties are unable to reach such agreement within 10 Business Days after a Consultation Notice is given, or if a Consultation Notice is not given within the timeframe specified in clause 3.7(a)(i) then, subject to clause

3.7(b), either Scheme Party may terminate this deed by notice to the other without any liability to any party by reason of that termination alone. For the avoidance of doubt, nothing in this clause 3.7(a) affects the obligation of:

- (A) Isentia to pay the Isentia Reimbursement Fee; nor
- (B) Bidder to pay the Bidder Reimbursement Fee,

if either such party is required to do so under clauses 12 or 13 respectively.

- (b) A party will not be entitled to give a Consultation Notice or terminate this deed pursuant to clause 3.7(a)(iii) if the relevant Condition has not been satisfied as a result of:
 - (i) a breach of this deed by that party; or
 - (ii) a deliberate act or omission of that party which directly and materially contributed to that Condition not being satisfied.

3.8 Interpretation

For the purposes of this clause 3, a Condition will be incapable of satisfaction, or incapable of being satisfied if there is an act, failure to act or occurrence that will prevent the Condition being satisfied by the End Date (and the breach or non-satisfaction that would otherwise have occurred has not already been waived in accordance with this deed).

4 Scheme and Scheme Consideration

4.1 Scheme

- (a) Isentia must propose the Scheme to the Isentia Shareholders (other than Excluded Shareholders) on and subject to the terms and conditions of this deed and the Scheme.
- (b) The parties acknowledge and agree that, subject to the Scheme becoming Effective, on the Implementation Date the general effect of the Scheme will be that all of the Scheme Shares will be transferred to Bidder and the Scheme Shareholders will be entitled to receive, for each Scheme Share held at the Scheme Record Date, the Scheme Consideration.

4.2 Scheme Consideration

- (a) Each Scheme Shareholder is entitled to receive the Scheme Consideration in respect of each Scheme Share held by that Scheme Shareholder subject to and in accordance with the terms of this deed and the Scheme.
- (b) Bidder undertakes and warrants to Isentia that, if the Scheme becomes Effective, in consideration for the transfer to Bidder of the Scheme Shares held by each Scheme Shareholder under the terms of the Scheme, Bidder will accept that transfer and will provide to each Scheme Shareholder the Scheme Consideration for each Scheme Share held by them in accordance with the terms of the Scheme.

4.3 Fractional entitlements

Where the calculation of the Scheme Consideration to be issued to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a cent, the fractional entitlement will be rounded down to the nearest whole cent.

4.4 No amendment to Scheme without consent

Isentia must not consent to any modification of, or amendment to, or the making or imposition by the Court of any condition in respect of, the Scheme without the prior written consent of Bidder (or the consent of Bidder's legal counsel if such a request is made at a Court hearing).

4.5 Isentia Incentive Rights

The Isentia Board will exercise its discretion under the terms of the Isentia Incentive Plan to determine, or take any other action required to ensure, that:

- (a) all unvested FY19 Deferred Equity Rights and FY20 Deferred Equity Rights will vest, will be exercised and a corresponding number of Isentia Shares will be issued in respect of them;
- (b) all restrictions on dealing or disposal (however described) applying to Isentia Restricted Shares be released or otherwise removed; and
- (c) all of the FY19 Long Term Performance Rights, FY20 Long Term Performance Rights and any other equity incentives in connection with the issued share capital of Isentia (whether currently on foot or which may be granted or issued in the future) will lapse, expire or will otherwise be cancelled for nil consideration,

before the Scheme Record Date, subject only to the fulfilment of the Conditions in clauses 3.1(b) and 3.1(e).

5 Implementation of the Scheme

5.1 Isentia's obligations

Isentia must take all steps reasonably necessary to propose and implement the Scheme as soon as reasonably practicable and, without limiting the foregoing, use reasonable endeavours to ensure that each step in the Timetable is met by the relevant date set out beside that step, including taking each of the following steps:

- (a) **directors' recommendation:** include in the Scheme Booklet a statement by the Isentia Board:
 - (i) unanimously recommending that Isentia Shareholders (other than Excluded Shareholders) vote in favour of the Scheme in the absence of a Superior Proposal; and
 - (ii) that each Isentia Board Member will (in the absence of a Superior Proposal) vote, or procure the voting of, any Isentia Director Shares at the time of the Scheme Meeting in favour of the Scheme at the Scheme Meeting,

unless there has been a change, withdrawal or qualification of recommendation as permitted by clause 6.4;

- (b) **promote the Transaction:** participate in efforts reasonably requested by Bidder to promote the merits of the Transaction, including meeting with key Isentia Shareholders at the reasonable request of Bidder and providing Bidder with such information and assistance that Bidder reasonably requests to enable it to promote the merits of the Transaction;
- (c) **Scheme Booklet:** prepare and despatch the Scheme Booklet in compliance with all applicable laws (in particular with the Corporations Act, RG 60 and the Listing Rules);
- (d) **drafts of Scheme Booklet:** make available to Bidder drafts of the Scheme Booklet including:
 - (i) providing to Bidder drafts of the Scheme Booklet and the Independent Expert's Report for the purpose of enabling Bidder to review and comment on those draft documents. In relation to the Independent Expert's Report, Bidder's review is to be limited to a factual accuracy review and Isentia makes no representation as to the extent to which the Independent Expert will receive or consider those comments;
 - (ii) taking into account in good faith all comments made by Bidder when producing a revised draft of the Scheme Booklet;
 - (iii) providing Bidder with a revised draft of the Scheme Booklet within a reasonable time before the Scheme Booklet is finalised, to enable Bidder to review and comment on that draft before the date of its submission to ASIC for approval pursuant to section 411(2) of the Corporations Act;
 - (iv) obtaining written consent from Bidder for the form and content in which the Bidder Information appears in the Scheme Booklet; and
 - (v) confirming in writing to Bidder the accuracy of the Isentia Information in the Scheme Booklet;
- (e) **Independent Expert's Report:** promptly after the date of this deed (if the Independent Expert has not been appointed prior to the date of this deed) appoint an Independent Expert to provide the Independent Expert's Report (and request that the Independent Expert opines on whether or not the Transaction is in the best interests of Isentia Shareholders (other than Excluded Shareholders)), and provide any assistance and information reasonably requested by the Independent Expert to enable it to prepare the Independent Expert's Report (including any updates to such report);
- (f) **approval of Bidder Information:** seek approval from Bidder for the form and context in which the Bidder Information appears in the Scheme Booklet, which approval Bidder must not unreasonably withhold or delay, and Isentia must not lodge the Scheme Booklet with ASIC until such approval is obtained from Bidder;
- (g) **liaison with ASIC:** as soon as reasonably practicable after the date of this deed, but in relation to clause 5.1(g)(i) below, no later than 14 days before the First Court Date:
 - (i) provide an advanced draft of the Scheme Booklet to ASIC for its review and approval for the purposes of section 411(2) of the Corporations Act; and
 - (ii) liaise with ASIC during the period of its consideration of that draft of the Scheme Booklet and keep Bidder reasonably informed of any matters raised

by ASIC in relation to the Scheme Booklet and use reasonable endeavours, in consultation with Bidder, to resolve any such matters;

- (h) **approval of Scheme Booklet:** as soon as reasonably practicable after the conclusion of the review by ASIC of the Scheme Booklet, procure that a meeting of the Isentia Board, or of a committee of the Isentia Board appointed for the purpose, is held to consider approving the Scheme Booklet for despatch to the Isentia Shareholders, subject to orders of the Court under section 411(1) of the Corporations Act;
- (i) **section 411(17)(b) statements:** apply to ASIC for the production of:
 - (i) an indication of intent letter stating that ASIC does not intend to appear before the Court on the First Court Date; and
 - (ii) a statement under paragraph 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme;
- (j) **first Court hearing:** lodge all documents with the Court and take all other reasonable steps to ensure that promptly after, and provided that, the approval in clause 5.1(h) has been received, an application is heard by the Court for an order under section 411(1) of the Corporations Act directing Isentia to convene the Scheme Meeting;
- (k) **Court documents:** consult with Bidder in relation to the content of the documents required for the purpose of each of the Court hearings held for the purpose of subsection 411(1) and paragraph 411(4)(b) of the Corporations Act in relation to the Scheme (including originating process, affidavits, submissions and draft minutes of Court orders) and consider in good faith, for the purpose of amending drafts of those documents, comments from Bidder and its Authorised Persons on those documents;
- (l) **registration of Scheme Booklet:** if the Court directs Isentia to convene the Scheme Meeting, as soon as possible after such orders are made, request ASIC to register the explanatory statement included in the Scheme Booklet in relation to the Scheme in accordance with section 412(6) of the Corporations Act;
- (m) **despatch Scheme Booklet:** as soon as reasonably practicable following registration of the Scheme Booklet by ASIC, despatch the Scheme Booklet to Isentia Shareholders following Bidder's written consent to the inclusion of the Bidder Information in the form and context in which the Bidder Information appears in such version of the Scheme Booklet;
- (n) **update Scheme Booklet:** until the date of the Scheme Meeting, promptly update the Scheme Booklet with, or where appropriate otherwise inform the market by way of announcement of, any information that arises after the Scheme Booklet has been despatched that is necessary to ensure that the Scheme Booklet does not contain any material statement that is false or misleading in a material respect (including because of any material omission from that statement);
- (o) **convening Scheme Meeting:** convene the Scheme Meeting to seek Isentia Shareholders' (other than Excluded Shareholders') agreement to the scheme in accordance with the orders made by the Court pursuant to section 411(1) of the Corporations Act;
- (p) **Court approval application if parties agree that conditions are capable of being satisfied:** if the resolution submitted to the Scheme Meeting is passed by

the requisite majorities under section 411(4)(a)(ii) of the Corporations Act (or, where clause 3.6 applies, the majority required under section 411(4)(a)(ii)(B) of the Corporations Act) and, if necessary, the parties agree on the Business Day immediately following the Scheme Meeting that it can be reasonably expected that all of the Conditions will be satisfied or waived prior to 8.00am on the proposed Second Court Date, apply (and, to the extent necessary, re-apply) to the Court for orders approving the Scheme;

- (q) **lodge copy of Court order:** lodge with ASIC an office copy of the Court order in accordance with section 411(1) of the Corporations Act approving the Scheme by no later than the Business Day after the date on which the Court order was made (or such later date as agreed in writing by Bidder);
- (r) **implementation:** if the Scheme becomes Effective:
 - (i) finalise and close the Isentia Share Register as at the Scheme Record Date and determine entitlements to the Scheme Consideration in accordance with the Scheme and the Deed Poll;
 - (ii) subject to Bidder having paid the Scheme Consideration, execute, on behalf of Scheme Shareholders, proper instruments of transfer of and effect and register the transfer of the Scheme Shares to Bidder on the Implementation Date; and
 - (iii) do all other things contemplated by or necessary to give effect to the Scheme and the orders of the Court approving the Scheme;
- (s) **information:** provide all necessary information, and procure that the Share Registry provides all necessary information, in each case in a form reasonably requested by Bidder, about the Scheme, the Scheme Shareholders and Isentia Shareholders to Bidder, and its Authorised Persons, which Bidder reasonably requires in order to:
 - (i) understand the legal and beneficial ownership of Isentia Shares (including the results of directions by Isentia to Isentia Shareholders under Part 6C.2 of the Corporations Act); and
 - (ii) facilitate the payment by, or on behalf of, Bidder of the Scheme Consideration;
- (t) **representation:** procure that it is represented by counsel at the Court hearings convened for the purposes of section 411(1) and paragraph 411(4)(b) of the Corporations Act;
- (u) **listing:** subject to clause 5.1(w), not do anything to cause the quoted Isentia Shares to cease being quoted on ASX or to become permanently suspended from quotation prior to implementation of the Transaction unless Bidder has agreed in writing;
- (v) **compliance with laws:** do everything reasonably within its power to ensure that all transactions contemplated by this deed are effected in accordance with all applicable laws and regulations;
- (w) **suspension of trading and delisting:** apply to ASX to suspend trading in Isentia Shares with effect from the close of trading on the Effective Date and take any action as reasonably requested by Bidder to obtain the approval of ASX to the delisting of Isentia following implementation of the Scheme;

- (x) **Isentia Information:** promptly provide to Bidder any information that:
 - (i) arises after the AIM Document has been despatched to Bidder Shareholders that is necessary to ensure the Isentia Information provided to Bidder for the preparation of the AIM Document does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement; or
 - (ii) the AIM regulator may reasonably request regarding the Isentia Group in connection with the admission of the Placing Shares to trading on AIM; and
- (y) **other things necessary:** promptly do all other things contemplated by, or necessary to give effect to, the Scheme and the orders of the Court approving the Scheme in accordance with all applicable laws and regulations.

5.2 Bidder's obligations

Bidder must take all steps reasonably necessary to propose and assist Isentia to implement the Scheme as soon as reasonably practicable and, without limiting the foregoing, use reasonable endeavours to ensure that each step in the Timetable is met by the relevant date set out beside that step, including taking each of the following steps:

- (a) **AIM Document:**
 - (i) file the AIM Document in all jurisdictions where the same is required to be filed; and
 - (ii) mail the AIM Document as required in accordance with all applicable laws.
- (b) **directors' recommendation:** include in the announcement by the Bidder under clause 10.1(c) a statement by the Bidder Board:
 - (i) unanimously recommending that Bidder Shareholders vote to approve the Transaction and authorise the issue of the Placing Shares; and
 - (ii) that each Bidder Board Member will vote, or procure the voting of, any Bidder Shares held by directors of Bidder at the time of the Bidder Shareholder Meeting to approve the Transaction and authorise the issue of the Placing Shares at the Bidder Shareholder Meeting,

and, following the announcement under clause 10.1(c), must use its reasonable endeavours to procure that a Bidder Board Member does not change, withdraw, or modify his or her recommendation to vote to approve the Transaction and authorise the issue of Bidder Shares necessary to fund payment of the Scheme Consideration, provided that any Bidder Board Member may change their recommendation (and, despite anything to the contrary in this deed, such change of recommendation will not amount to a breach by Bidder of this deed) if any event occurs which would (after having fully exhausted any specified notice periods, cure periods or consultation processes) entitle Bidder to terminate this deed under clause 14;

- (c) **Bidder Shareholder Meeting:** convene the Bidder Shareholder Meeting in accordance with applicable laws and requirements of the AIM Rules and the UK Companies Act 2006, ensure that any materials provided by Bidder to its shareholders in connection with convening and holding the Bidder Shareholder Meeting include a recommendation given by each Bidder Board Member as

required under clause 5.2(b) and promote the merits of the Transaction to its shareholders;

- (d) **Bidder Information:** prepare and promptly provide to Isentia all information regarding Bidder, the Scheme Consideration, and Bidder's intentions with respect to the assets, business and employees of Isentia if the Scheme is approved and implemented that is required by all applicable laws (in particular with the Corporations Act, RG 60 and the Listing Rules) for inclusion in the Scheme Booklet;
- (e) **drafts of Scheme Booklet:** review the drafts of the Scheme Booklet prepared by Isentia and provide comments promptly on those drafts in good faith;
- (f) **confirmation of Bidder Information:** subject to clause 5.5, promptly after Isentia requests that it does so, confirm in writing to Isentia that it consents to the inclusion of the Bidder Information in the Scheme Booklet (and Isentia must not lodge the Scheme Booklet with ASIC until such approval is obtained from Bidder), in the form and context in which the Bidder Information appears;
- (g) **Independent Expert:** promptly provide all assistance and information reasonably requested by the Independent Expert to enable it to prepare the Independent Expert's Report (including any updates to such report);
- (h) **due diligence and verification:** undertake appropriate due diligence and verification processes in relation to Bidder Information;
- (i) **assistance with Scheme Booklet and Court documents:** promptly provide any assistance or information reasonably requested by Isentia or its Advisers in connection with the preparation of the Scheme Booklet (including any supplementary disclosure to Isentia Shareholders (other than Excluded Shareholders)) and any documents required to be filed with the Court in respect of the Scheme;
- (j) **representation:** procure that, if requested by Isentia, Bidder is represented by counsel at the Court hearings convened for the purposes of sections 411(1) and 411(4)(b) of the Corporations Act;
- (k) **Deed Poll:** by no later than the Business Day prior to the First Court Date, execute and deliver to Isentia the Deed Poll;
- (l) **accuracy of the Bidder Information:** confirm in writing to Isentia the accuracy of the Bidder Information in the Scheme Booklet, including that it does not contain any material statement that is false or misleading in a material respect, whether because of any material omission from that statement or otherwise;
- (m) **share transfer:** if the Scheme becomes Effective:
 - (i) accept a transfer of the Scheme Shares as contemplated by clause 4.2(b);
and
 - (ii) execute instruments of transfer in respect of the Scheme Shares;
- (n) **Scheme Consideration:** if the Scheme becomes Effective, procure the payment of the Scheme Consideration in the manner and amount contemplated by clause 4 and the terms of the Scheme and the Deed Poll;

- (o) **update Bidder Information:** until the date of the Scheme Meeting, promptly provide to Isentia any information that arises after the Scheme Booklet has been despatched that is necessary to ensure the Bidder Information contained in the Scheme Booklet does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement;
- (p) **Placing Agreement:** do everything necessary to ensure that:
 - (i) the Placing Agreement remains on foot; and
 - (ii) the proceeds arising from the issuance of the Placing Shares pursuant to the Placing Agreement are held to pay the Scheme Consideration to the Scheme Shareholders on the Implementation Date;
- (q) **funding:** immediately notify Isentia of:
 - (i) any changes to the arrangements set out in the Placing Agreement;
 - (ii) any changes to Bidder's ability to fund the Scheme Consideration in accordance with the Placing Agreement, this deed and the Deed Poll; and/or
 - (iii) any information that impacts, or may reasonably be expected to impact, Bidder's ability to give the representations and warranties set out in clauses 9.1(l), 9.1(m) and 9.1(n) of this deed;
- (r) **compliance with laws:** do everything reasonably within its power to ensure that all transactions contemplated by this deed are effected in accordance with all applicable laws and regulations; and
- (s) **other things necessary:** promptly do all other things contemplated by or necessary to give effect to the Scheme and the orders of the Court approving the Scheme in accordance with all applicable laws and regulations.

5.3 Court process

- (a) The Scheme Parties are entitled to separate representation at all Court proceedings affecting the Transaction.
- (b) This deed does not give a Scheme Party any right or power to give undertakings to the Court for or on behalf of the other Scheme Party without that Scheme Party's written consent.
- (c) The Scheme Parties must give all undertakings to the Court in all Court proceedings which are reasonably required to obtain Court approval and confirmation of the Transaction as contemplated by this deed.
- (d) If the Court refuses to make any orders directing Isentia to convene the Scheme Meeting or approving the Scheme, the Scheme Parties must:
 - (i) consult with each other in good faith as to whether to appeal the Court's decision; and
 - (ii) appeal the Court decision unless the Scheme Parties agree otherwise or an independent senior counsel opines that, in his or her view, an appeal would have no reasonable prospect of success.

5.4 Responsibility statements

The Scheme Booklet will include a responsibility statement, in a form to be agreed by the Scheme Parties, which will contain words to the following effect:

- (a) Bidder will be responsible for the Bidder Information contained in the Scheme Booklet and, to the maximum extent possible at law, Isentia will not be responsible for any Bidder Information and will disclaim any liability for Bidder Information appearing in the Scheme Booklet; and
- (b) Isentia will be responsible for the Isentia Information contained in the Scheme Booklet and, to the maximum extent possible at law, Bidder will not be responsible for the Isentia Information appearing in the Scheme Booklet and will disclaim any liability for the Isentia Information appearing in the Scheme Booklet.

5.5 Disagreement on content

If Bidder and Isentia disagree on the form or content of the Scheme Booklet, they must consult in good faith to try to settle an agreed form of the Scheme Booklet. If complete agreement is not reached after two Business Days of reasonable consultation following the disagreement arising, then:

- (a) where the determination relates to Bidder Information, Bidder will make the final determination, acting reasonably, as to the form and content of the Bidder Information; and
- (b) in any other case, Isentia will make the final determination, acting reasonably, as to the form and content of the Scheme Booklet.

6 Board recommendation

6.1 Recommendation

Isentia must use its reasonable endeavours to procure that, subject to clause 6.4:

- (a) each director of Isentia will recommend that Isentia Shareholders (other than Excluded Shareholders) vote in favour of the Scheme at the Scheme Meeting, qualified only by the words to the effect of *"in the absence of a superior proposal and subject to the independent expert concluding that the Scheme is in the best interests of Isentia shareholders"*; and
- (b) no public announcement is made by Isentia, and no public statement is made by any Isentia Board Member, which is inconsistent with each Isentia Board Member giving the recommendations and having the voting intentions contemplated by this clause 6.

6.2 Isentia's Scheme Booklet to contain recommendation

Subject to clause 6.4, Isentia must ensure that the Scheme Booklet includes:

- (a) a unanimous recommendation by the Isentia Board that Isentia Shareholders (other than Excluded Shareholders) vote in favour of the Scheme, qualified only by the words to the effect of *"in the absence of a superior proposal"* and, other than in respect of the Scheme Booklet or any document issued after the issue of the Scheme Booklet, *"in the absence of a superior proposal and subject to the*

independent expert concluding that the Scheme is in the best interests of Isentia shareholders” (Recommendation); and

- (b) a statement by each director of Isentia that he or she intends to vote (or intends to procure the voting of) all Isentia Director Shares in favour of the Scheme, qualified only by the words to the effect of “*in the absence of a superior proposal*” and, other than in respect of the Scheme Booklet or any document issued after the issue of the Scheme Booklet, “*in the absence of a superior proposal and subject to the independent expert concluding that the Scheme is in the best interests of Isentia shareholders*” (Voting Intention).

6.3 Confirmation of Recommendation and Voting Intention

Isentia represents and warrants to Bidder that each Isentia Board Member in office as at the date of this deed has confirmed by way of resolution of the Isentia Board or by separate written confirmation that, subject to clause 6.4:

- (a) they each intend to make the Recommendation and the Voting Intention; and
- (b) agree not do anything inconsistent with their Recommendation and Voting Intention other than to the extent permitted under clause 6.4.

6.4 Withdrawal or modification of Recommendation and Voting Intention

- (a) Isentia must procure that the Isentia Board collectively, and the Isentia Board Members individually do not change, withdraw, modify its, his or her Recommendation or Voting Intention unless:
 - (i) Isentia receives, other than as a result of a breach of clause 11, a Competing Proposal and the Isentia Board determines, after all of the Bidder’s matching rights under clause 11.5 have been exhausted, that the Competing Proposal constitutes a Superior Proposal; or
 - (ii) the Independent Expert does not conclude in the Independent Expert’s Report that the Scheme is in the best interests of Isentia Shareholders (other than Excluded Shareholders), or the Independent Expert concludes in the Independent Expert’s Report that the Scheme is in the best interests of Isentia Shareholders (other than Excluded Shareholders) but then changes or publicly withdraws this conclusion prior to 8.00am on the Second Court Date.
- (b) Subject to the Listing Rules and all applicable laws and regulations, if any fact, matter or circumstance arises (including receipt or the reasonably expected receipt of an unfavourable report from the Independent Expert, including any supplementary or replacement report) which may lead to an Isentia Board Member changing, withdrawing or modifying his or her Recommendation or Voting Intention, Isentia must promptly notify Bidder of this fact (but in any event within two Business Days) and consult with Bidder in good faith for two Business Days after the date on which notice is given under this clause 6.4(b) to consider and determine whether there are any steps that can reasonably be taken to avoid such a change, withdrawal or variation (as applicable).

7 Conduct of business

7.1 Conduct of Isentia business

Subject to clause 7.2, from the date of this deed up to and including the Implementation Date, and subject to the arrangements in clause 3.3(d) with respect to Competitively Sensitive Information applying to any information provided by Isentia to Bidder under this clause 7.1, Isentia must conduct its business, and must cause each of its Subsidiaries to conduct their businesses, in the ordinary and usual course of business and:

- (a) operate those businesses consistent with past practice, in generally the same manner as conducted in the 12 month period prior to the date of this deed;
- (b) use reasonable endeavours to:
 - (i) preserve their relationships with customers, suppliers, Government Agencies, landlords, licensors, licensees and others having material business dealings with them; and
 - (ii) retain the services of all current officers and key employees of each Isentia Group Member;
- (c) keep Bidder reasonably informed of the conduct of the Isentia Group's business;
- (d) not enter into any line of business or other activities in which the Isentia Group is not engaged as of the date of this deed;
- (e) provide to Bidder in a timely manner Isentia Group's monthly management accounts and any other financial information or financial reports provided to the Isentia Board;
- (f) use reasonable endeavours to preserve and maintain the value of the businesses and assets of the Isentia Group in the normal course consistent with past practice;
- (g) not appoint any new director to the Isentia Board and the boards of Isentia's subsidiaries;
- (h) use reasonable endeavours to comply in all material respects with all material contracts to which an Isentia Group Member is a party, and with laws, authorisations and licenses applicable to each Isentia Group Member;
- (i) not do or omit to do anything that would make any policy of insurance relating to an Isentia Group Member void or voidable, or which might result in an increase in the premium payable under any insurance policy, or adversely affect an Isentia Group Member's ability to procure equivalent insurance in the future;
- (j) ensure no Isentia Regulated Event or Isentia Prescribed Occurrence occurs;
- (k) ensure that there is no occurrence within their control that would constitute or be likely to constitute an Isentia Material Adverse Change;
- (l) not take or fail to take any action that would, or would be likely to, prevent a Condition being satisfied or result in a Condition not being satisfied; and
- (m) promptly notify Bidder of anything of which it becomes aware that:

- (i) makes any material information publicly filed by Isentia (either on its own account or in respect of any other Isentia Group Member) to be, or reasonably likely to be, incomplete, incorrect, untrue or misleading in any material respect;
- (ii) makes any of the Isentia Warranties false, inaccurate, misleading or deceptive in any material respect;
- (iii) makes any information provided in the Isentia Due Diligence Materials incomplete, incorrect, untrue or misleading in any material respect; or
- (iv) would constitute, or be likely to constitute, an Isentia Prescribed Occurrence, an Isentia Regulated Event or an Isentia Material Adverse Change.

7.2 Isentia permitted activities

The obligations of Isentia under clause 7.1 do not apply in respect of any matter:

- (a) Fairly Disclosed in an announcement by Isentia to ASX within 2 years prior to the date of this deed or in the Isentia Due Diligence Materials;
- (b) required to be done or procured by Isentia pursuant to this deed or the Scheme;
- (c) required by law or by an order of a court or Government Agency; or
- (d) the undertaking of which Bidder has previously approved in writing.

7.3 Access

From the date of this deed to the Implementation Date, Isentia must provide, and must cause each other Isentia Group Member to provide, Bidder and its Authorised Persons with all reasonable access during normal business hours and on reasonable notice to Isentia to the management, offices, books, records and business operations of Isentia Group that Bidder reasonably requires in order to:

- (a) implement the Transaction;
- (b) keep Bidder informed of material developments relating to the Isentia Group; and
- (c) prepare for the transition of ownership of the Isentia Group,

provided that:

- (d) nothing in this clause will require Isentia to provide information concerning:
 - (i) consideration of the Scheme or any other control transaction by the Isentia Board or management; and
 - (ii) in relation to the provision of information of Isentia's prospects and affairs, specific details of proposed tenders or offers or prospective pricing;
- (e) the arrangements in clause 3.3(d) with respect to Competitively Sensitive Information shall apply to any information provided by Isentia to Bidder under this clause 7.3;
- (f) providing information to Bidder pursuant to this clause 7.3 does not result in unreasonable disruptions to the business of Isentia Group; and

- (g) Isentia's obligations under this clause 7.3 shall be subject to all obligations of confidentiality Isentia owes to third parties, all applicable laws or requirements of any Government Agency.

7.4 Implementation Planning Committee

- (a) As soon as reasonably practicable after the date of this deed, the Scheme Parties must establish an Implementation Planning Committee as set out in this clause 7.4.
- (b) Without limiting clause 7.3, between (and including) the date of this deed and the Implementation Date, the Implementation Planning Committee will act as a forum for consultation and planning by the Scheme Parties to implement the Scheme. For the avoidance of doubt, the Implementation Planning Committee will be a consultative body only that will make recommendations to the Scheme Parties and to the extent any document or other information is to be provided to the Implementation Planning Committee, the arrangements set out in clause 3.3(d) with respect to Competitively Sensitive Information shall apply.
- (c) The Scheme Parties will use reasonable endeavours to procure that the Implementation Planning Committee meets monthly, commencing on the one month anniversary of the date of this deed.
- (d) Subject to this deed, nothing in this clause 7.4 requires either Scheme Party to act at the direction of the other. The business of each party will continue to operate independently from the other until the Implementation Date. The Scheme Parties agree that nothing in this deed constitutes the relationship of a partnership or joint venture between the Scheme Parties.

7.5 Existing Debt Facilities

Isentia must co-operate with, and undertake all steps reasonably required or requested by, Bidder in connection with the full and final repayment of the Existing Debt Facilities that Bidder requires in connection with the Transaction, including any of the following:

- (a) liaising with the Bidder in good faith in relation to the using of the existing cash reserves of Isentia as at the Implementation Date for this purpose;
- (b) liaising with the Existing Financiers to obtain information on the Existing Debt Facilities and Security Interests granted by the Isentia Group;
- (c) issuing prepayment, cancellation and other notices or consent requests in relation to the Existing Debt Facilities and closing out any hedging positions; or
- (d) using all reasonable endeavours to procure deeds of release, discharges of real property mortgages and registrations on the Personal Property Securities Register from secured parties in relation to any Security Interest granted by an Isentia Group Member in favour of that party in connection with the Existing Debt Facilities and procuring the return of any title documents held by a secured party in connection with the Existing Debt Facilities,

subject always to Isentia not being required to effect such repayment until the Implementation Date and provided it will not prejudice Isentia's ability to pay its debts as and when they fall due.

7.6 Change of control

- (a) As soon as practicable after the date of this deed, Isentia must:

- (i) use all reasonable endeavours to identify any change of control, unilateral termination rights or similar provisions in any material contract to which an Isentia Group Member is party which will be triggered by, or are capable of being exercised as a direct result of, the implementation of the Transaction (**Change of Control Requirements**); and
 - (ii) use all reasonable endeavours to agree a proposed strategy to obtain any consents required in accordance with the terms of any identified Change of Control Requirements, and to then expeditiously seek those consents in accordance with the agreed strategy.
- (b) Bidder must cooperate with, and provide all reasonable assistance to, Isentia to obtain such consents or confirmations in relation any identified Change of Control Requirements, including by promptly providing any information reasonably required by counterparties.

8 Reconstitution of the Isentia Group boards

Isentia represents and warrants to Bidder that it has been advised by each non-executive director of Isentia that he or she will, and Isentia must procure that the Isentia Board will, on the Implementation Date:

- (a) cause the appointment of the nominees of Bidder to the Isentia Board and the boards of Isentia's Subsidiaries;
- (b) procure that each non-executive director of Isentia resigns from their office as a director of Isentia by providing to the Isentia Board their resignation in writing (such resignation to include a statement to the effect that the outgoing non-executive director has no claim outstanding against any Isentia Group Member); and
- (c) procure that each director of each Subsidiary of Isentia resigns from their office as a director of the relevant Subsidiary of Isentia by providing to the board of the relevant Subsidiary of Isentia their resignation in writing (such resignation to include a statement to the effect that the outgoing director has no claim outstanding against any Isentia Group Member).

9 Representations and warranties

9.1 Bidder representations and warranties

Bidder represents and warrants that:

- (a) **validly existing:** Bidder is a validly existing corporation registered under the laws of its place of incorporation;
- (b) **authority and power:** the execution and delivery of this deed has been properly authorised by all necessary corporate action and Bidder has full corporate power and lawful authority to execute and deliver this deed and to perform or cause to be performed its obligations under this deed;
- (c) **no default:** this deed constitutes legal, valid and binding obligations on it and this deed does not result in a breach of or default under any provision of Bidder's constitution or any deed or any writ, order or injunction, rule or regulation to which Bidder is a party or is bound and Bidder is not otherwise bound by any agreement that would prevent or restrict it from entering into or performing this deed;

- (d) **deed binding:** this deed is a valid and binding obligation of Bidder, enforceable in accordance with its terms;
- (e) **Bidder Information:** the Bidder Information provided to Isentia in accordance with clause 5.2(a) for inclusion in the Scheme Booklet will:
 - (i) be provided in good faith;
 - (ii) comply in all material respects with the requirements of the Corporations Act, the Listing Rules and RG 60; and
 - (iii) be provided on the understanding that Isentia will rely on that information for the purposes of preparing the Scheme Booklet and proposing and implementing the Scheme in accordance with the requirements of the Corporations Act;
- (f) **not misleading or deceptive:** as at the date the Scheme Booklet is despatched to Isentia Shareholders, the Bidder Information, in the form and context in which that information appears in the version of the Scheme Booklet registered by ASIC under section 412(6) of the Corporations Act will not be misleading or deceptive in any material respect (whether by omission or otherwise);
- (g) **new information:** Bidder will, as a continuing obligation, provide to Isentia all further or new information which arises after the Scheme Booklet has been despatched to Isentia Shareholders until the date of the Scheme Meeting which is necessary to ensure that the Bidder Information is not misleading or deceptive (including by way of omission);
- (h) **Placing Agreement:** the Placing Agreement:
 - (i) has been provided to Isentia in its final form prior to the date of this deed;
 - (ii) has been duly executed by the parties thereto;
 - (iii) constitutes legally binding obligations of those parties that are enforceable in accordance with its terms; and
 - (iv) has not been terminated;
- (i) **amendment to Placing Agreement:** as a continuing obligation:
 - (i) Bidder will not amend the Placing Agreement in any respect which will, or is reasonably likely to, materially prejudice Bidder's ability to pay the Scheme Consideration in accordance with this deed and the Deed Poll; and
 - (ii) Bidder will not waive any of its rights under the Placing Agreement in any respect which will, or is reasonably likely to, materially prejudice Bidder's ability to pay the Scheme Consideration in accordance with this deed and the Deed Poll;
- (j) **Independent Expert:** all information provided by or on behalf of Bidder to the Independent Expert to enable the Independent Expert's Report to be included in the Scheme Booklet to be prepared and completed will not be misleading or deceptive in any material respect (whether by omission or otherwise) and will be provided in good faith and on the understanding that the Independent Expert will rely upon that information for the purposes of preparing the Independent Expert's Report for inclusion in the Scheme Booklet;

- (k) **Insolvency Event or regulatory action:** no Insolvency Event has occurred in relation to Bidder or any other member of the Bidder Group, nor has any regulatory action of any nature been taken that would prevent or restrict its ability to fulfil its obligations under this deed;
- (l) **sufficient cash amounts – reasonable expectation:** as at the date of this deed, the Second Court Date and each day in between, Bidder has a reasonable basis to expect that it will, by the Implementation Date, have available to it sufficient cash amounts (whether from internal cash resources or external funding arrangements (including debt and equity financing) or a combination of both) to satisfy its obligation to pay the Scheme Consideration in accordance with its obligations under this deed, the Scheme and the Deed Poll;
- (m) **sufficient cash amounts – unconditional at Second Court Date:** as at 8.00am on the Second Court Date, 5.30pm on the day before the Implementation Date, and each day in between, Bidder will have available to it on an unconditional basis (other than conditions relating to the approval of the Court, admission of the Placing Shares to trading on AIM in accordance with the AIM Rules and other conditions within the control of Bidder) sufficient cash amounts (whether from internal cash resources or external funding arrangements (including equity financing)) to satisfy its obligation to pay the Scheme Consideration in accordance with its obligations under this deed, the Scheme and the Deed Poll;
- (n) **sufficient cash amounts – available on Implementation Date:** Bidder will have available to it, on the Implementation Date, sufficient cash amounts (whether from internal cash resources or external funding arrangements (including equity financing)) to satisfy its obligations to pay the Scheme Consideration in accordance with its obligations under this deed, the Scheme and the Deed Poll; and
- (o) **Existing Debt Facilities:** Bidder will have available to it on the Implementation Date sufficient cash reserves (whether from internal cash resources or external financial commitments, or a combination of both) to ensure the full and final payment of repayment by Isentia to the Existing Financiers of all amounts payable to the Existing Financiers under the Existing Debt Facilities (including any interest, break costs or fees associated with such payments),

(the **Bidder Warranties**).

9.2 Bidder's indemnity

Subject to clause 13.7(b), Bidder agrees with Isentia (on Isentia's own behalf and separately as trustee for each of the other Isentia Indemnified Parties) to indemnify and keep indemnified Isentia and Isentia Indemnified Parties against all claims, actions, proceedings, liabilities, obligations, damages, loss, harm, charges, costs, expenses, duties and other outgoings of whatever nature and however arising which Isentia may suffer or incur by reason of any breach of any of the representations and warranties in clause 9.1.

9.3 Isentia representations and warranties

Isentia represents and warrants that:

- (a) **validly existing:** Isentia is a validly existing corporation registered under the laws of its place of incorporation;
- (b) **authority and power:** the execution and delivery of this deed by Isentia has been properly authorised by all necessary corporate action and Isentia has full corporate

power and lawful authority to execute and deliver this deed and to perform or cause to be performed its obligations under this deed;

- (c) **no default:** this deed constitutes legal, valid and binding obligations on it and this deed does not result in a breach of or default under any provision of Isentia's constitution or any deed or any writ, order or injunction, rule or regulation to which Isentia is a party or is bound and Isentia is not otherwise bound by any agreement that would prevent or restrict it from entering into or performing this deed;
- (d) **deed binding:** this deed is a valid and binding obligation of Isentia, enforceable in accordance with its terms;
- (e) **Isentia Prescribed Occurrence:** no Isentia Prescribed Occurrence has occurred;
- (f) **Isentia Information:** the Isentia Information:
 - (i) contained in the Scheme Booklet:
 - (A) will be prepared and included in the Scheme Booklet in good faith; and
 - (B) will comply in all material respects with the requirements of the Corporations Act, Listing Rules and RG 60;
 - (ii) contained in the AIM Document:
 - (A) has been prepared and included in the AIM Document in good faith; and
 - (B) is, as at the date the AIM Document is despatched to Bidder Shareholders, complete and accurate in all material respects, however Isentia makes no representation or warranty as to whether any Isentia Information contained in the AIM Document complies with the requirements of the AIM Rules and/or the UK Companies Act 2006;
- (g) **not misleading or deceptive – Scheme Booklet:** as at the date the Scheme Booklet is despatched to Isentia Shareholders, the Scheme Booklet registered by ASIC under section 412(6) of the Corporations Act (excluding the Bidder Information and the Independent Expert's Report) will not be misleading or deceptive in any material respect (whether by omission or otherwise);
- (h) **not misleading or deceptive – AIM Document:** as at the date the AIM Document is despatched to Bidder Shareholders, the Isentia Information, in the form and context in which that information appears in the AIM Document will not be misleading or deceptive in any material respect (whether by omission or otherwise);
- (i) **new information:** it will, as a continuing obligation (but in respect of the Bidder Information, only to the extent that Bidder provides Isentia with updates to the Bidder Information):
 - (i) ensure that the Scheme Booklet is updated to include all further or new information which arises after the Scheme Booklet has been despatched to Isentia Shareholders until the date of the Scheme Meeting which is necessary to ensure that the Scheme Booklet is not misleading or deceptive in any material respect (including by way of omission); and

- (ii) provide to Bidder any information which arises after the AIM Document has been despatched to Bidder Shareholders until the date of admission which is necessary to ensure that the Isentia Information is not misleading or deceptive in any material respect (including by way of omission);
- (j) **Independent Expert:** all information provided by or on behalf of Isentia to the Independent Expert to enable the Independent Expert's Report to be included in the Scheme Booklet to be prepared and completed will not be misleading or deceptive in any material respect (whether by omission or otherwise) and will be provided in good faith and on the understanding that the Independent Expert will rely upon that information for the purposes of preparing the Independent Expert's Report for inclusion in the Scheme Booklet;
- (k) **continuous disclosure:** Isentia is not in breach of its continuous disclosure obligations under the Listing Rules and is not relying on the exclusion in Listing Rule 3.1A to withhold any information from disclosure (other than in relation to the Transaction or as Fairly Disclosed in the Isentia Due Diligence Materials);
- (l) **compliance:** each Isentia Group Member has complied in all material respects with all Australian and foreign laws and regulations applicable to them and orders of Australian and foreign Government Agencies having jurisdiction over them and, as at the date of this deed, has all material licenses, authorisations and permits necessary for them to conduct the business of the Isentia Group as presently being conducted at the date of this deed;
- (m) **issued capital:** the issued capital of Isentia as of the date of this deed is:
 - (i) 202,178,840 Isentia Shares (which comprises 200,000,001 quoted Isentia Shares and 2,178,839 Isentia Restricted Shares); and
 - (ii) 10,717,227 Isentia Incentive Rights in five tranches as set out in Schedule 5, and there are no other Isentia options, performance rights, shares, warrants, convertible notes, instruments or other securities (or offers or agreements to issue any of the foregoing) that may convert into Isentia Shares;
- (n) **issued capital:** any company, partnership, trust, joint venture or other enterprise in which Isentia or another Isentia Group Member owns or has a material interest is as notified in writing by Isentia to Bidder prior to entry into this deed;
- (o) **financial statements:** Isentia's financial statements as disclosed to the ASX have been prepared in accordance with the Accounting Standards on a basis consistent with past practice financial statements and, so far as Isentia is aware, there has not been any event, change, effect or development which would require Isentia to restate its financial statements as disclosed to the ASX;
- (p) **issue of securities:** no Isentia Group Member has issued, or agreed to issue, any other securities or instruments which may convert into Isentia Shares or any other securities in Isentia;
- (q) **due diligence information:** the Isentia Due Diligence Materials were provided or made available to Bidder and its Authorised Persons in good faith and as at the date of this deed, Isentia is not actually aware of any material misleading or deceptive statement in, or material omission from, any of the Isentia Due Diligence Materials;

- (r) **Insolvency Event or regulatory action:** no Insolvency Event has occurred in relation to ISENTIA or any other ISENTIA Group Member, nor has any regulatory action of any nature been taken that would prevent or restrict its ability to fulfil its obligations under this deed;
- (s) **ISENTIA assets:** the ISENTIA Group owns, or has the right to use, all of the assets, real property, information technology and intellectual property that are material for the conduct of the business of the ISENTIA Group, and will continue to do so upon and immediately following Implementation;
- (t) **no defaults:** as at the date of this deed, no ISENTIA Group Member is in material default under any document, agreement or instrument binding on it nor has anything occurred which does or would with the giving of notice or the lapse of time constitute an event of default, prepayment event or similar event or give another party a termination right or right to accelerate any right or obligation under any such document;
- (u) **no litigation:** as at the date of this deed, no material litigation, prosecution, arbitration, mediation, or other proceedings relating to the ISENTIA Group is current, pending or threatened or might reasonably be expected to arise as a result of current circumstances;
- (v) **no notice of termination of material contracts or licences:** as at the date of this deed, no ISENTIA Group Member has any basis to believe or expect that:
 - (i) any party to a material contract, intends to terminate that contract (whether pursuant to a right to terminate for convenience or upon a change of control), or not renew that contract or otherwise only renew that contract on revised terms with material changes; and
 - (ii) in respect of any material licences, authorisations and permits, any such material licence, authorisation or permit is intended to be terminated (whether pursuant to a right to terminate for convenience or upon a change of control), or not renewed or otherwise will only be renewed or continued on revised terms with material changes, or that any material licenced works under a licence has or will become excluded from that licence; and
- (w) **incentives and other arrangements disclosed:** the ISENTIA Due Diligence Materials adequately and completely describe all:
 - (i) ISENTIA Incentive Rights;
 - (ii) arrangements for the award of any payments, bonus, incentive, severance pay or pension contribution to senior management of the ISENTIA Group;
 - (iii) fees payable to all third party advisers in connection with the Transaction; and
 - (iv) other agreements or arrangements entered into by any ISENTIA Group Member pursuant to which consideration becomes payable to any person in connection with the Transaction,

(the **ISENTIA Warranties**).

9.4 Isentia's indemnity

Subject to clause 12.7(b), Isentia agrees with Bidder (on Bidder's own behalf and separately as trustee for each of the other Bidder Indemnified Parties) to indemnify and keep indemnified Bidder and Bidder Indemnified Parties from and against all claims, actions, proceedings, liabilities, obligations, damages, loss, harm, charges, costs, expenses, duties and other outgoings of whatever nature and however arising which Bidder suffers or incurs by reason of any breach of any of the representations and warranties in clause 9.3.

9.5 Qualifications on the Isentia Warranties

Each of the Isentia Warranties in clause 9.3 and the indemnity in 9.4 are each subject to matters:

- (a) Fairly Disclosed:
 - (i) in the Isentia Due Diligence Materials prior to the date of this deed; and
 - (ii) in Isentia's announcements to the ASX within 2 years prior to the date of this deed; and
- (b) which would be disclosed in a search of ASIC records in relation to Isentia 5 Business Days prior to the date of this deed.

9.6 Survival of representations

Each representation and warranty made or given in clauses 9.1 and 9.3:

- (a) is severable;
- (b) will survive the termination of this deed; and
- (c) is given with the intent that liability thereunder will not be confined to breaches which are discovered prior to the date of termination of this deed.

9.7 Survival of indemnities

Each indemnity in this deed (including those in clauses 9.2 and 9.4) will:

- (a) be severable;
- (b) be a continuing obligation;
- (c) constitute a separate and independent obligation of the party giving the indemnity from any other obligations of that party under this deed; and
- (d) survive the termination of this deed.

9.8 Timing of representations and warranties

Each representation and warranty made or given under clauses 9.1 or 9.3 is given at the date of this deed, at the date the Scheme Booklet is despatched to Isentia Shareholders, at the date the Scheme Meeting is held, at 8.00am on the Second Court Date and at the Implementation Date unless that representation or warranty is expressed to be given only at a particular time, in which case it is given only at that time.

9.9 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed and (to the maximum extent permitted by law) all other representations, warranties and conditions implied by statute or otherwise in relation to any matter relating to this deed, the circumstances surrounding the parties' entry into it and the transactions contemplated by it are expressly excluded.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for any representations or inducement expressly set out in this deed.

10 Public Announcements

10.1 Public Announcements on execution

- (a) Immediately after the date of this deed, the Scheme Parties must issue public announcements in a form previously agreed to in writing between them.
- (b) The Isentia announcement must include a unanimous recommendation by the Isentia Board to Isentia Shareholders (other than Excluded Shareholders) that, in the absence of a Superior Proposal and subject to the Independent Expert concluding that the Scheme is in the best interests of Isentia Shareholders (other than Excluded Shareholders), Isentia Shareholders (other than Excluded Shareholders) vote in favour of the Scheme and that, subject to the same qualifications, all the Isentia Board Members will vote (or will procure the voting of) all Isentia Director Shares at the time of the Scheme Meeting in favour of the Scheme at the Scheme Meeting.
- (c) The Bidder announcement must include a unanimous recommendation by the Bidder Board to Bidder Shareholders that Bidder Shareholders vote in favour of the Transaction and a statement that all Bidder Board Members will vote (or will procure the voting of) any Bidder Shares held by directors of Bidder at the time of the Bidder Shareholder Meeting in favour of the Transaction at the Bidder Shareholder Meeting.

10.2 Public announcements

Subject to clause 10.3, no public announcement or public disclosure of the Transaction or any other transaction the subject of this deed or the Scheme may be made other than in a form approved by each party in writing (acting reasonably), but each party must use all reasonable endeavours to provide such approval as soon as practicable.

10.3 Required disclosure

Where a party is required by applicable law, the Listing Rules or the AIM Rules to make any announcement or to make any disclosure in connection with the Transaction or any other transaction the subject of this deed or the Scheme, it must use all reasonable endeavours, to the extent practicable in the circumstances, to consult with the other parties prior to making the relevant disclosure and take account of any reasonable comments received from the other parties in relation to the form and content of the announcement or disclosure.

11 Exclusivity

11.1 Cease discussions

Isentia agrees to cease any discussions, negotiations or other communications existing as at the date of this deed relating to any actual, proposed or potential Competing Proposal or any transaction which would, or would reasonably be expected to, reduce the likelihood of success of the Transaction.

11.2 No-shop

During the Exclusivity Period, Isentia must not, and must ensure that its Related Bodies Corporate and their respective Authorised Persons do not, directly or indirectly solicit, invite, initiate or encourage any actual, proposed or potential Competing Proposal or any enquiries, proposals, discussions, negotiations or other communications with any third party in relation to (or that could reasonably be expected to lead to) an actual, proposed or potential Competing Proposal, or communicate any intention to do any of these things.

11.3 No-talk

Subject to clause 11.7, during the Exclusivity Period, Isentia must not, and must ensure that its Related Bodies Corporate and their respective Authorised Persons do not, directly or indirectly:

- (a) facilitate, participate in or continue any negotiations, discussions or other communications with respect to any inquiry, expression of interest, offer, proposal or discussion by any person to make, or which would reasonably be expected to encourage or lead to the making of, an actual, proposed or potential Competing Proposal or participate in or continue any negotiations, discussions or other communications with respect to any actual, proposed or potential Competing Proposal;
- (b) negotiate, accept or enter into, or offer or agree to negotiate, accept or enter into, any agreement, arrangement or understanding regarding an actual, proposed or potential Competing Proposal;
- (c) disclose or otherwise provide any non-public information about the business or affairs of the Isentia Group to a third party (other than a Government Agency) with a view to obtaining, or which would reasonably be expected to encourage or lead to receipt of, an actual, proposed or potential Competing Proposal (including, without limitation, providing such information for the purposes of the conduct of due diligence investigations in respect of the Isentia Group), provided that any such non-public information given to a third party must promptly be provided to Bidder (except where the substance of that information has previously been provided to Bidder); or
- (d) communicate to any person an intention to do anything referred to in the preceding paragraphs of this clause 11.3,

but nothing in this clause 11.3 prevents Isentia from making normal presentations to brokers, portfolio investors and analysts in the ordinary course of business or promoting the merits of the Transaction.

11.4 Notification of approaches

- (a) During the Exclusivity Period, Isentia must notify Bidder in writing as soon as practicable (but in any event within 24 hours) if it or any of its Related Bodies Corporate or Authorised Persons become aware of any:
- (i) approach, attempt to initiate discussions or negotiations or proposal (or an intention to do any of those things) received by Isentia, any of its Related Bodies Corporate or Authorised Persons, by any person in relation to an actual, proposed or potential Competing Proposal, whether direct or indirect, in writing or otherwise;
 - (ii) material developments in relation to any such actual, proposed or potential Competing Proposal; and
 - (iii) provision, or the request for provision, by Isentia, its Related Bodies Corporate or any of its Authorised Persons of any non-public information concerning the business or operations of Isentia or the Isentia Group to any third party (other than a Government Agency or as otherwise required by an order of a court) in connection with an actual, proposed or potential Competing Proposal,

whether direct or indirect, solicited or unsolicited, and in writing or otherwise.

- (b) For the avoidance of doubt, any of the acts described in clause 11.4(a)(i) to 11.4(a)(iii) (inclusive) may only be taken by Isentia, its Related Bodies Corporate or their respective Authorised Persons if not proscribed by clause 11.3 or if permitted by clause 11.7.
- (c) A notification given under clause 11.4(a) must set out the identity of the relevant person making or proposing the relevant actual, proposed or potential Competing Proposal, together with the price and form of consideration, conditions precedent, proposed deal protection arrangements and timetable of that actual, proposed or potential Competing Proposal (each, a **Notification Requirement**) (in each case, to the extent known). For the avoidance of doubt, these provisions operate in relation to any updates or revised actual, proposed or potential Competing Proposals and may require successive notifications.

11.5 Matching right

- (a) Without limiting clause 11.2, during the Exclusivity Period, Isentia:
- (i) must not, and must procure that each of its Related Bodies Corporate do not, enter into any legally binding agreement, arrangement or understanding (whether or not in writing) pursuant to which one or more of:
 - (A) a third party;
 - (B) Isentia; or
 - (C) any Related Body Corporate of Isentia,proposes or propose to undertake or give effect to an actual, proposed or potential Competing Proposal; and
 - (ii) must procure that none of its directors change their recommendation in favour of the Scheme, publicly recommend an actual, proposed or potential

Competing Proposal (or recommend against the Transaction) or make any public statement to the effect that they may do so at a future point,

unless:

- (iii) the Isentia Board, acting in good faith and in order to satisfy what the Isentia Board Members consider to be their statutory or fiduciary duties (having received written legal advice from its external legal advisers), determines that the Competing Proposal is a Superior Proposal;
 - (iv) Isentia has provided Bidder with a notification setting out the identity of the person making the actual, proposed or potential Competing Proposal together with the price and form of consideration, conditions precedent, proposed deal protection arrangements and timetable (in each case, to the extent known);
 - (v) Isentia has given Bidder at least 4 Business Days after the date of the provision of the information referred to in clause 11.5(a)(iv) to provide a bona fide superior counterproposal which at least exceeds the price of the actual, proposed or potential Competing Proposal (**Price Superior Counterproposal**); and
 - (vi) subject to clause 11.6(a), Bidder has not provided to Isentia a Price Superior Counterproposal by the expiry of the period of time designated by Isentia pursuant to clause 11.5(a)(v).
- (b) For the purposes of this clause 11.5, each successive material modification of any Competing Proposal or proposed or potential Competing Proposal will constitute a new Competing Proposal or proposed or potential Competing Proposal, and the procedures set out in this clause 11.5 must again be followed prior to any Isentia Group Member entering into any agreement, arrangement, understanding or commitment in respect of such Competing Proposal or proposed or potential Competing Proposal.

11.6 Bidder Superior Counterproposal

- (a) Subject to clause 11.6(b) if, pursuant to clause 11.5(a)(v), Bidder provides Isentia with a Price Superior Counterproposal before the expiry of period of time designated by Isentia, it shall be at the Isentia Board's discretion to determine whether or not such counterproposal constitutes a superior counterproposal (**Bidder Superior Counterproposal**).
- (b) Isentia must procure that the Isentia Board acts reasonably and in good faith in making its determination under clause 11.6(a).
- (c) If, pursuant to clause 11.6(a), it is determined that a counterproposal provided by Bidder constitutes a Bidder Superior Counterproposal:
 - (i) Isentia and Bidder must use their best endeavours to agree the amendments to this deed, the Scheme and the Deed Poll (as applicable) that are reasonably necessary to reflect the Bidder Superior Counterproposal and to implement the Bidder Superior Counterproposal, in each case as soon as reasonably practicable; and
 - (ii) Isentia must procure that each of the directors of Isentia continues to recommend the Transaction (as modified by the Bidder Superior Counterproposal) to Isentia Shareholders (other than Excluded Shareholders).

11.7 Fiduciary out

Clause 11.3 does not prohibit any action or inaction by Isentia or any of its Related Bodies Corporate or Authorised Persons in relation to an actual, proposed or potential Competing Proposal if:

- (a) after consultation with its Advisers, such actual, proposed or potential Competing Proposal is a Superior Proposal or could be reasonably expected to become a Superior Proposal; and
- (b) compliance with that clause would, in the opinion of the Isentia Board, formed in good faith after receiving advice from its external legal advisors, constitute, or would reasonably be likely to constitute, a breach of any of the fiduciary or statutory duties of the directors of Isentia,

provided that that actual, proposed or potential Competing Proposal was not directly or indirectly brought about by or facilitated by a breach of clause 11.2.

12 Isentia Reimbursement Fee

12.1 Background to Isentia Reimbursement Fee

- (a) The Scheme Parties each acknowledge that, if they enter into this deed and the Scheme is subsequently not implemented, Bidder will incur significant costs, including those set out in clause 12.4.
- (b) In these circumstances, Isentia has agreed that provision be made for the payment outlined in clause 12.2, without which Bidder would not have entered into this deed or otherwise agreed to implement the Scheme.
- (c) Isentia and the Isentia Board believe, having taken advice from their Advisers, that the implementation of the Scheme will provide benefits to Isentia Shareholders (other than Excluded Shareholders) and that it is appropriate for Isentia to agree to the payment referred to in clause 12.2 in order to secure Bidder's participation in the Transaction.

12.2 Isentia Reimbursement Fee

Isentia must pay the Isentia Reimbursement Fee to Bidder if:

- (a) during the Exclusivity Period, a majority of the Isentia Board withdraws, adversely revises or adversely qualifies their recommendation that Isentia Shareholders (other than Excluded Shareholders) vote in favour of the Scheme, unless:
 - (i) the Independent Expert does not conclude in the Independent Expert's Report (or any update of, revision or amendment or addendum to, that report) that the Scheme is in the best interests of Isentia Shareholders (other than Excluded Shareholders) (except where that conclusion is due wholly or partly to the existence, announcement or publication of a Competing Proposal); or
 - (ii) Isentia is entitled to terminate this deed pursuant to clause 14.1(a)(i) and has given the appropriate termination notice to Bidder;
- (b) during the Exclusivity Period, a majority of the Isentia Board recommends that Isentia Shareholders (other than Excluded Shareholders) accept or vote in favour

of, or otherwise support or endorse (including support by way of accepting or voting, or by way of stating an intention to accept or vote, in respect of any Isentia Director Shares), a Competing Proposal of any kind that is announced (whether or not such proposal is stated to be subject to any pre-conditions) during the Exclusivity Period;

- (c) a Competing Proposal is announced during the Exclusivity Period (whether or not such proposal is stated to be subject to any pre-conditions) and, within 12 months of the date of such announcement, the third party or an Associate of that third party:
 - (i) completes a Competing Proposal of the kind referred to in any of paragraphs (c), (d), (e), (f) or (g) of the definition of Competing Proposal;
 - (ii) completes a Superior Proposal; or
 - (iii) without limiting clause 12.2(c)(i), acquires a Relevant Interest in more than 50% of the Isentia Shares under a transaction that is or has become wholly unconditional or otherwise comes to Control Isentia or acquires substantially all of the assets of Isentia; or
- (d) Bidder has terminated this deed under clauses 14.1(a)(i) or 14.1(c) (other than, in respect of termination under clause 14.1(c), in circumstances where the Independent Expert does not conclude that the Transaction is in the best interests of Isentia Shareholders (other than Excluded Shareholders) (except where that conclusion is due wholly or partly to the existence, announcement or publication of a Competing Proposal)), and the Transaction does not complete.

12.3 Timing

- (a) A demand by Bidder for payment of the Isentia Reimbursement Fee under clause 12.2 must:
 - (i) be in writing;
 - (ii) be made after the occurrence of the event in that clause giving rise to the right to payment;
 - (iii) state the circumstances which give rise to the demand; and
 - (iv) nominate an account into which Isentia is to pay the Isentia Reimbursement Fee.
- (b) Isentia must pay the Isentia Reimbursement Fee into the account nominated by Bidder, without set-off or withholding, within 5 Business Days after receiving a demand for payment where Bidder is entitled under clause 12.2 to the Isentia Reimbursement Fee.

12.4 Basis of Isentia Reimbursement Fee

The Isentia Reimbursement Fee has been calculated to reimburse Bidder for costs including the following:

- (a) fees for legal, financial and other professional advice in planning and implementing the Transaction (excluding success fees);

- (b) reasonable opportunity costs incurred in engaging in the Transaction or in not engaging in other alternative acquisitions or strategic initiatives;
- (c) costs of management and directors' time in planning and implementing the Transaction;
- (d) out of pocket expenses incurred by Bidder and Bidder's employees, advisors and agents in planning and implementing the Transaction; and
- (e) costs associated with the financing arrangements in respect of the Transaction,

and the Scheme Parties agree that:

- (f) the costs actually incurred by Bidder will be of such a nature that they cannot all be accurately ascertained;
- (g) the Isentia Reimbursement Fee is a genuine and reasonable pre-estimate of those costs; and
- (h) both Scheme Parties have received advice from their respective legal advisors on the operation of this clause 12.

12.5 No payment if Scheme becomes Effective

No Isentia Reimbursement Fee is payable if the Scheme becomes Effective. To the extent that any amount has already been paid under this clause 12 and the Scheme becomes Effective, such amount must be immediately refunded to Isentia.

12.6 Isentia Reimbursement Fee payable once

Where the Isentia Reimbursement Fee becomes payable to Bidder under clause 12.2 and is actually paid to Bidder in accordance with clause 12.3, Bidder cannot make any claim against Isentia for payment of any subsequent Isentia Reimbursement Fee.

12.7 Other Claims

- (a) Where an amount becomes payable to Bidder under clause 12.2 and is actually paid to Bidder (or is payable, but no demand is made under clause 12.3), the Bidder may not make any Claim (other than a Claim under this clause 12) against Isentia which relates to the event that gave rise to the right to make a demand under clause 12.3, unless the Claim arises from a wilful breach by Isentia of this deed.
- (b) Subject to clause 12.7(c), the maximum aggregate amount which Isentia is required to pay in relation to a breach or breaches of this deed by Isentia or failure to perform its obligations under this deed is the Isentia Reimbursement Fee and in no event will the aggregate liability of Isentia under or in connection with a breach of this deed exceed the Isentia Reimbursement Fee which will be the sole remedy in respect of any damages claim against Isentia.
- (c) Clause 12.7(b) shall not apply in respect of any breach of this deed by Isentia, or any failure by Isentia to perform its obligations under this deed, where such breach or failure occurs as a result of Isentia's wilful default.

12.8 Compliance with law

- (a) If it is finally determined, following the exhaustion of all reasonable avenues of appeal to the Takeovers Panel or a court, that all or any part of the Isentia Reimbursement Fee required to be paid under clause 12.2 (**Impugned Amount**):
- (i) is unlawful;
 - (ii) involves a breach of directors' duties; or
 - (iii) is declared by the Takeovers Panel to constitute unacceptable circumstances or breaches an order of the Takeovers Panel,
- then,
- (iv) the requirement to pay the Isentia Reimbursement Fee does not apply to the extent of the Impugned Amount; and
 - (v) if Bidder has received the Impugned Amount, it must refund it within five Business Days of the final determination being made.
- (b) The Scheme Parties must not make or cause or permit to be made any application to the Takeovers Panel or a court for or in relation to a declaration or determination referred to in clause 12.8(a).

12.9 Regulatory Intervention

If any regulatory body (including ASIC or the Takeovers Panel) or a court requires any modification (including requiring such a modification as a condition of consenting to or approving the Scheme or as a condition of not opposing the Scheme) to the Isentia Reimbursement Fee, including as to the amount or circumstances in which it is to be paid, then:

- (a) the Scheme Parties will accept this determination and amend this deed to that extent; and
- (b) it will not result in a breach of this deed or termination of the transactions contemplated by it.

13 Bidder Reimbursement Fee

13.1 Background

- (a) The Scheme Parties each acknowledge that, if they enter into this deed and the Scheme is subsequently not implemented, Isentia will incur significant costs, including those set out in clause 13.4.
- (b) In these circumstances, Bidder has agreed that provision be made for the payment outlined in clause 13.2, without which Isentia would not have entered into this deed or otherwise agreed to implement the Scheme.
- (c) Bidder and the Bidder Board believe that, having taken advice from their Advisers, it is both necessary and appropriate for Bidder to agree to the payment referred to in clause 13.2 in order to secure Isentia's participation in the Transaction.

13.2 Payment of Bidder Break Fee

Bidder must pay the Bidder Break Fee to Isentia if:

- (a) during the Exclusivity Period, a majority of the Bidder Board withdraws, adversely revises or adversely qualifies their recommendation that Bidder Shareholders vote in favour of the Transaction, unless Bidder is entitled to terminate this deed pursuant to clause 14.1(a)(i) and has given the appropriate termination notice to Isentia;
- (b) the Bidder does not satisfy the condition in clause 3.1(c) substantially in accordance with the Timetable; or
- (c) Isentia has terminated this deed under clauses 14.1(a)(i) or 14.1(b)(ii), and the Transaction does not complete.

13.3 Timing

- (a) A demand by Isentia for payment of the Bidder Reimbursement Fee under clause 13.2 must:
 - (i) be in writing;
 - (ii) be made after the occurrence of the event in that clause giving rise to the right to payment;
 - (iii) state the circumstances which give rise to the demand; and
 - (iv) nominate an account into which Bidder is to pay the Bidder Reimbursement Fee.
- (b) Bidder must pay the Bidder Reimbursement Fee into the account nominated by Bidder, without set-off or withholding, within 5 Business Days after receiving a demand for payment where Isentia is entitled under clause 13.2 to the Bidder Reimbursement Fee.

13.4 Basis of Bidder Reimbursement Fee

The Bidder Reimbursement Fee has been calculated to reimburse Isentia for costs including the following:

- (a) fees for legal, financial and other professional advice in planning and implementing the Transaction (excluding success fees);
- (b) reasonable opportunity costs incurred in engaging in the Transaction or in not engaging in other alternative acquisitions or strategic initiatives;
- (c) costs of management and directors' time in planning and implementing the Transaction; and
- (d) out of pocket expenses incurred by Isentia and Isentia's employees, advisors and agents in planning and implementing the Transaction;

and the Scheme Parties agree that:

- (e) the costs actually incurred by Isentia will be of such a nature that they cannot all be accurately ascertained;

- (f) the Bidder Reimbursement Fee is a genuine and reasonable pre-estimate of those costs; and
- (g) both Scheme Parties have received advice from their respective legal advisors on the operation of this clause 13.

13.5 No payment if Scheme becomes Effective

No Bidder Reimbursement Fee is payable if the Scheme becomes Effective. To the extent that any amount has already been paid under this clause 13 and the Scheme becomes Effective, such amount must be immediately refunded to Bidder.

13.6 Bidder Reimbursement Fee payable once

Where the Bidder Reimbursement Fee becomes payable to Isentia under clause 13.2 and is actually paid to Isentia, Isentia cannot make any claim against Bidder for payment of any subsequent Bidder Reimbursement Fee.

13.7 Other Claims

- (a) Where an amount becomes payable to Isentia under clause 13.2 and is actually paid to Isentia (or is payable, but no demand is made under clause 13.3), Isentia cannot make any Claim (other than a Claim under this clause 13) against Bidder which relates to the event that gave rise to the right to make a demand under clause 13.3, unless the Claim arises from a wilful breach by Bidder of this deed.
- (b) Subject to clause 13.7(c), the maximum aggregate amount which Bidder is required to pay in relation to a breach or breaches of this deed by Bidder or failure to perform its obligations under this deed is the Bidder Reimbursement Fee and in no event will the aggregate liability of Bidder under or in connection with a breach of this deed exceed the Bidder Reimbursement Fee which will be the sole remedy in respect of any damages claim against Bidder.
- (c) Clause 13.7(b) shall not apply in respect of any breach of this deed by Bidder, or any failure by Bidder to perform its obligations under this deed, where such breach or failure occurs as a result of Bidder's wilful default.

13.8 Compliance with law

- (a) If it is finally determined, following the exhaustion of all reasonable avenues of appeal to the Takeovers Panel or a court, that all or any part of the Bidder Reimbursement Fee required to be paid under clause 13.2 (**Impugned Amount**):
 - (i) is unlawful;
 - (ii) involves a breach of directors' duties; or
 - (iii) is declared by the Takeovers Panel to constitute unacceptable circumstances or breaches an order of the Takeovers Panel,then,
 - (iv) the requirement to pay the Bidder Reimbursement Fee does not apply to the extent of the Impugned Amount; and
 - (v) if Isentia has received the Impugned Amount, it must refund it within five Business Days of the final determination being made.

13.9 Regulatory Intervention

If any regulatory body (including ASIC or the Takeovers Panel) or a court requires any modification (including requiring such a modification as a condition of consenting to or approving the Scheme or as a condition of not opposing the Scheme) to the Bidder Reimbursement Fee, including as to the amount or circumstances in which it is to be paid, then:

- (a) the Scheme Parties will accept this determination and amend this deed to that extent; and
- (b) it will not result in a breach of this deed or termination of the transactions contemplated by it.

14 Termination

14.1 Termination by notice

- (a) A Scheme Party may terminate this deed by written notice to the other parties:
 - (i) other than in respect of a breach of either an Isentia Warranty or a Bidder Warranty, (which are dealt with in clauses 14.1(b)(ii) and 14.1(c)(iii)), at any time before 8.00am on the Second Court Date if a Scheme Party has materially breached this deed, the party entitled to terminate has given written notice to the party in breach of this deed setting out the relevant circumstances and stating an intention to terminate this deed, and the party in breach has failed to remedy the breach within 5 Business Days (or any shorter period ending at 5.00pm on the Business Day before the Second Court Date) after the date on which the notice is given;
 - (ii) at any time before 8.00am on the Second Court Date if the Court or another Government Agency (including any other court) has taken any action permanently restraining or otherwise prohibiting or preventing the Transaction, or has refused to do any thing necessary to permit the Transaction to be implemented by the End Date, and the action or refusal has become final and cannot be appealed or reviewed or the party, acting reasonably, believes that there is no realistic prospect of a successful appeal or review succeeding by the End Date;
 - (iii) in the circumstances set out in, and in accordance with, clause 3.7; or
 - (iv) if the Effective Date for the Scheme has not occurred, or will not occur, on or before the End Date.
- (b) Isentia may, by notice in writing to Bidder, terminate this deed at any time prior to 8.00am on the Second Court Date if at any time before then:
 - (i) a majority of the Isentia Board change, withdraw or modify their Recommendation as permitted under clause 6.4 on or before the Scheme Meeting and Isentia has:
 - (A) paid the Isentia Reimbursement Fee to Bidder (if required to do so under clause 12); and
 - (B) complied with its obligations under clause 11; or
 - (ii) Bidder materially breaches a Bidder Warranty set out in clause 9.1, and:

- (A) Isentia has given written notice to Bidder setting out the relevant circumstances and stating an intention to terminate or to allow the Scheme to lapse;
 - (B) the relevant breach continues to exist, or the effects of which are not otherwise mitigated, 5 Business Days (or any shorter period ending at 5.00pm on the Business Day before the Second Court Date) after the date on which the notice is given under clause 14.1(b)(ii)(A); and
 - (C) the breach is material in the context of the Scheme taken as a whole.
- (c) Bidder may, by notice in writing to Isentia, terminate this deed at any time prior to 8.00am on the Second Court Date if, at any time before then:
- (i) a majority of the Isentia Board:
 - (A) withdraws or adversely revises their Recommendation or Voting Intention;
 - (B) makes any public statement that is inconsistent with their Recommendation or Voting Intention; or
 - (C) recommends, endorses or supports any Competing Proposal;
 - (ii) a Competing Proposal in respect of Isentia is announced or made and is publicly recommended, supported or endorsed by a majority of the Isentia Board;
 - (iii) Isentia materially breaches an Isentia Warranty set out in clause 9.3, and:
 - (A) Bidder has given written notice to Isentia setting out the relevant circumstances and stating an intention to terminate or to allow the Scheme to lapse;
 - (B) the relevant breach continues to exist, or the effects of which are not otherwise mitigated, 5 Business Days (or any shorter period ending at 5.00pm on the Business Day before the Second Court Date) after the date on which the notice is given under clause 14.1(c)(iii)(A); and
 - (C) the breach is material in the context of the Scheme taken as a whole; or
 - (iv) an Isentia Material Adverse Change, Isentia Regulated Event or Isentia Prescribed Occurrence occurs.

14.2 Effect of termination

In the event of termination of this deed in accordance with clauses 3.7 or 14.1, this deed will cease to have force and effect without any liability or obligation on the part of any party, except that:

- (a) this deed will become void and have no effect, except that the provisions of this clause 14.2 and clauses 1, 9.2, 9.6, 9.7, 9.8, 9.9, 12, 13, 15.1, 15.2, 16, 17 and 18 survive termination; and
- (b) each party will retain the rights it has or may have against the other parties in respect of any past breach of this deed; and

- (c) in all other respects, all future obligations of the parties under this deed will immediately terminate and be of no further force and effect including any further obligations in respect of the Scheme.
-

15 Releases

15.1 Isentia and Isentia directors and officers

- (a) Bidder releases its rights, and agrees with Isentia that neither it nor any of its Subsidiaries as at the date of this deed and from time to time will make a claim, against any Isentia Indemnified Party other than Isentia and its Related Bodies Corporate as at the date of this deed and from time to time in connection with:
- (1) any breach of any representations and warranties of Isentia or any other Isentia Group Member in this deed; or
 - (2) any disclosures containing any statement which is false or misleading whether in content or by omission,
- whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise, except where the Isentia Indemnified Party has not acted in good faith or engaged in wilful misconduct or fraud. For the avoidance of doubt, nothing in this clause 15.1 limits Bidder's rights to terminate this deed under clause 14.1(c)(iii).
- (b) Isentia receives and holds the benefit of this clause to the extent it relates to each Isentia Indemnified Party as trustee for each of them.

15.2 Bidder and Bidder directors and officers

- (a) Isentia releases its rights, and agrees with Bidder that it will not make a claim, against any Bidder Indemnified Party other than Bidder and its Related Bodies Corporate as at the date of this deed and from time to time in connection with:
- (i) any breach of any representations and warranties of Bidder or any other member of the Bidder Group in this deed; or
 - (ii) any disclosure containing any statement which is false or misleading whether in content or by omission,
- whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise, except where the Bidder Indemnified Party has not acted in good faith or engaged in wilful misconduct or fraud. For the avoidance of doubt, nothing in this clause 15.2 limits Isentia's rights to terminate this deed under clause 14.1(b)(ii).
- (b) Bidder receives and holds the benefit of this clause to the extent it relates to each Bidder Indemnified Party as trustee for each of them.

15.3 Deeds of indemnity and insurance

- (a) Subject to the Scheme becoming Effective and the Transaction completing, Bidder undertakes in favour of Isentia and each other person who is an Isentia Indemnified Party that it will:
- (i) for a period of 7 years from the Implementation Date, ensure that the constitutions of Isentia and each other Isentia Group Member continue to contain such rules as are contained in those constitutions at the date of this

deed that provide for each company to indemnify each of its directors and officers against any liability incurred by that person in his or her capacity as a director or officer of the company to any person other than an Isentia Group Member; and

- (ii) procure that Isentia and each Isentia Group Member complies with any deeds of indemnity, access and insurance made by them in favour of their respective directors and officers from time to time and without limiting the foregoing, ensure that directors' and officers' run-off insurance cover for such directors and officers is maintained for a period of 7 years from the retirement date of each director and officer (and Isentia may, at its election, pay any amounts necessary to ensure such maintenance upfront prior to the implementation of the Scheme).
- (b) The undertakings contained in clause 15.3(a) are subject to any Corporations Act restriction and will be read down accordingly.
- (c) Isentia receives and holds the benefit of clause 15.3(a), to the extent it relates to the other Isentia Indemnified Parties, as trustee for them.

16 Confidentiality and standstill

16.1 Precedence

Isentia and Bidder acknowledge and agree that the terms of this deed will prevail over the Confidentiality Agreement to the extent of any inconsistency and that the 'Express Purpose' (as defined in the Confidentiality Agreement) shall include the purpose of a party exercising its rights under this deed.

16.2 Standstill

- (a) Subject to clause 16.2(b), from the date of this deed to the earlier of:

- (i) the date the Scheme becomes Effective; and
- (ii) 12 months from the date of this deed,

Bidder will not, directly or indirectly, alone, jointly or in concert with any other person (including by providing financing to any other person), without the express prior written consent of Isentia, which consent will be subject to and upon the terms determined under the sole discretion of the Isentia Board:

- (iii) propose, offer, negotiate or agree to purchase, transfer or otherwise acquire any securities of Isentia;
- (iv) enter into any arrangements involving the conferring of rights the economic effect of which is equivalent, or substantially equivalent, to acquiring, holding or disposing of securities in Isentia;
- (v) participate in any recapitalisation, restructuring, liquidation, dissolution, or other extraordinary transaction with respect to Isentia or any of its Related Bodies Corporate;
- (vi) "solicit", or participate with any person in the "solicitation" of any "proxies" in order to vote, advise or influence any person with respect to the voting of any securities of Isentia;

- (vii) otherwise attempt to control or to influence the management of Isentia or the Isentia Board;
 - (viii) make any public or private disclosure of any consideration, intention, plan or arrangement inconsistent with any of the above, except as required by Law; or
 - (ix) advise, assist or encourage any other person in connection with any of the above.
- (b) Bidder, whether alone, jointly or in concert with any other person, is not prevented from taking any action referred to in clause 16.2(a) to the extent the relevant action:
- (i) is, or is in connection with the acquisition by Bidder of a relevant interest (as defined in the Corporations Act) of no more than 19.99% of the shares in Isentia;
 - (ii) occurs under a scheme of arrangement or a takeover which a majority of the Isentia Board has publicly recommended (whether or not in the absence of a superior proposal);
 - (iii) occurs after it is publicly proposed or indicated that a person other than Bidder (or a Related Body Corporate of Bidder) is genuinely considering proceeding with a scheme of arrangement or a takeover or other control proposal for Isentia; or
 - (iv) occurs after any person other than Bidder (or a Related Body Corporate of Bidder) who is not identified in a notice sent to ASX as a substantial holder (as defined in the Corporations Act) in Isentia as at the date of this deed:
 - (A) holds or acquires a relevant interest (as defined in the Corporations Act) in at least 10% of the shares in Isentia; or
 - (B) directly or indirectly acquires an interest in 10% or more of the shares in Isentia, including through entering into any agreement or arrangement with any person involving the conferring of rights, the economic effect of which is equivalent or substantially equivalent to the acquisition, holding or disposal of Isentia Shares (including, but not limited to, cash-settled derivative contracts, swaps, contracts for differences or other derivative contracts).
- (c) Clause 16.2(a) does not prohibit any action required to be taken or procured by Bidder pursuant to this deed or the Scheme.

17 Notices

17.1 Service of notices

- (a) A notice, consent or other communication under this deed (**Notice**) is only effective if:
 - (i) it is in writing, signed by or on behalf of the party giving it; and
 - (ii) it is directed to the recipient's address for notices as follows:

Isentia

Address: Level 3, 219-241 Cleveland Street, Strawberry Hills NSW
2012
E-mail: peter.mcclelland@isentia.com /
jacquie.shanahan@isentia.com
Attn: Peter McClelland / Jacquie Shanahan

with a copy to Gilbert + Tobin:

Address: Level 35, Tower Two, International Towers Sydney, 200
Barangaroo Avenue, Barangaroo, NSW 2000

E-mail: rbassil@gtlaw.com.au
Attn: Rachael Bassil

Bidder

Address: The Johnson Building, 79 Hatton Garden, London EC1N
8AW
E-mail: joanna.arnold@accessintelligence.com /
Mark.Fautley@accessintelligence.com
Attn: Joanna Arnold / Mark Fautley

with a copy to Herbert Smith Freehills:

Address: Level 33, ANZ Tower, 161 Castlereagh Street, Sydney NSW
2000 Australia
E-mail: Tony.Damian@hsf.com / Cameron.Sivwright@hsf.com
Attn: Tony Damian / Cameron Sivwright

- (b) If a party changes address and fails to notify the other parties of this change and the new address, delivery of Notices to a new address, or otherwise brought to the attention of the addressee, are deemed compliance with the notice obligations under this clause 17.1.

17.2 Effective on receipt

A Notice given in accordance with clause 17.1 takes effect when received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered to the nominated address, on delivery;
- (b) if sent by express post to the nominated address, at 9.00am (addressee's time) the fifth Business Day after the date of posting; or
- (c) if sent by email to the nominated address, the earlier of:
 - (i) when the recipient's email server generates a message to the sender confirming that the email has been delivered to that server ("delivery receipt"), or at the time that the recipient "read" the email as stated in an automated message received by the sender ("read receipt");
 - (ii) the time that the recipient confirms receipt of the email by reply email to the sender; and

- (iii) four hours after the time the email is sent (as recorded on the device from which the sender sent the email), unless the sender receives, within that four hour period, an automated message that the email has not been delivered,

but if the delivery or transmission under clause 17.2(a) or 17.2(c) is not on a Business Day (where the recipient is Isentia) or a UK Business Day (where the recipient is Bidder) or is outside the period between 9.00am and after 5.00pm (addressee's time) on a Business Day (where the recipient is Isentia) or a UK Business Day (where the Recipient is Bidder), the Notice is taken to be given and received at 9.00am (addressee's time) on the Business Day or UK Business Day (as applicable) after that delivery, receipt or transmission.

18 General

18.1 Further acts

Each party will promptly do all things necessary to give full effect to this deed and the matters contemplated by it.

18.2 Payments

Unless otherwise expressly provided in this deed, where an amount is required to be paid to a party (the **Receiving Party**) by another party under this deed, that amount shall be paid:

- (a) in immediately available and irrevocable funds by electronic transfer to a bank account or accounts notified by the Receiving Party in writing on or before the due date for payment, or in other such immediately payable funds as the parties may agree; and
- (b) without deduction, withholding or set-off.

18.3 Consents or approvals

- (a) Unless expressly required by the terms of this deed, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this deed.
- (b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this deed. Any conditions must be complied with by the party relying on the consent, approval or waiver.

18.4 GST

- (a) Any reference in this clause 18.4 to a term defined or used in the GST Law is, unless the context indicates otherwise, a reference to that term as defined or used in the GST Law.
- (b) Unless expressly included, the consideration for any supply under or in connection with this deed does not include GST.
- (c) To the extent that any supply made by a party (**Supplier**) to another party (**Recipient**) under or in connection with this deed is a taxable supply, the Recipient must pay to the Supplier, in addition to the consideration to be provided under this deed but for the application of this clause 18.4(c) for that supply (**GST Exclusive**

Consideration), an amount equal to the amount of the GST Exclusive Consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply. This clause 18.4(c) does not apply to any taxable supply under or in connection with this deed that is expressly stated to include GST.

- (d) The amount on account of GST payable in accordance with this clause 18.4 will be paid at the same time and in the same manner as the consideration otherwise payable for the supply is provided.
- (e) Any reference in the calculation of any consideration or of any indemnity, reimbursement or similar amount to a cost, expense or liability incurred by a person (**Relevant Expense**) is a reference to the relevant expense reduced by an amount equal to any input tax credit entitlement of that person (or of the representative member of any GST group to which the person belongs) in relation to the Relevant Expense. A party will be assumed to have an entitlement to a full input tax credit unless it demonstrates otherwise prior to the date on which the relevant payment or consideration must be provided.
- (f) Unless expressly included, any monetary thresholds specified in this deed are exclusive of GST.

18.5 Stamp duty

Bidder must pay all stamp duties (if any) and any fines and penalties with respect to stamp duty in respect of this deed or the Scheme or the steps to be taken under this deed or the Scheme (including the acquisition or transfer of Scheme Shares pursuant to the Scheme).

18.6 Expenses

Except as otherwise provided in this deed, each party will pay its own costs and expenses in connection with the negotiation, preparation, execution, delivery and performance of this deed and the Scheme Booklet and the proposed, attempted or actual implementation of this deed and the Scheme.

18.7 Amendments

No variation of this deed is effective unless made in writing and signed by each party.

18.8 Assignment

A party must not assign or novate this deed or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of the other parties, which consent may be withheld at the absolute discretion of the party or parties from whom consent is sought.

18.9 Waiver

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this deed by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this deed.
- (b) Any waiver or consent given by any party under this deed will only be effective and binding on that party if it is given or confirmed in writing by that party.

- (c) No waiver of a breach of any term of this deed will operate as a waiver of another breach of that term or of a breach of any other term of this deed.
- (d) Nothing in this deed obliges a party to exercise a right to waive any conditional term of this deed that may be in its power.

18.10 Entire agreement

- (a) This deed is the entire agreement between the parties about its subject matter and replaces all previous agreements, understandings, representations and warranties about that subject matter (other than the Confidentiality Agreement).
- (b) Each party represents and warrants that it has not relied on any representations or warranties about the subject matter of this deed except as expressly provided in this deed.

18.11 Relationship of the parties

Except as expressly provided in this deed:

- (a) nothing in this deed is intended to constitute a fiduciary relationship, employment relationship or an agency, partnership or trust; and
- (b) no party has authority to bind any other party.

18.12 No merger

The rights and obligations of the parties will not merge on completion of the Transaction. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any transaction.

18.13 Invalidity and enforceability

- (a) If any provision of this deed is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 18.13(a) does not apply where enforcement of the provision of this deed in accordance with clause 18.13(a) would materially affect the nature or effect of the parties' obligations under this deed.

18.14 Remedies cumulative

Except as provided in this deed and permitted by law, the rights, powers and remedies provided in this deed are cumulative with, and not exclusive of, the rights, powers and remedies provided by law independently of this deed.

18.15 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

18.16 Governing law

- (a) This deed is governed by and will be construed according to the laws of New South Wales.

- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and of the courts competent to determine appeals from those courts.

18.17 Counterparts

- (a) This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart. Each counterpart is an original but the counterparts together are one and the same agreement.
- (b) This deed is binding on the parties on the exchange of duly executed counterparts.
- (c) The parties agree that a copy of an original executed counterpart sent by email to the email address of the other parties specified in clause 17, instead of the original, is sufficient evidence of the execution of the original and may be produced in evidence for all purposes in place of the original.

1 Dictionary

1.1 Defined terms

In this deed, unless the context otherwise requires, the following words and expressions have meanings as follows:

Accounting Standards means:

- (a) the accounting standards made by the Australian Accounting Standards Board in accordance with the Corporations Act, and the requirements of that Act relating to the preparation and content of accounts; and
- (b) generally accepted accounting principles that are consistently applied in Australia, except those inconsistent with the standards or requirements referred to in paragraph (a).

Adviser means any person who is engaged to provide professional advice of any type (including legal, accounting, consulting or financial advice) to Isentia or Bidder.

AIM means the market of that name operated by London Stock Exchange plc.

AIM Document means the document required to be published by Bidder in connection with the Transaction in accordance with Rule 27 of the AIM Rules.

AIM Rules means London Stock Exchange plc's rules and guidance notes contained in its "AIM Rules for Companies" relating to companies whose securities are traded on AIM, as amended from time to time.

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given in Division 2 of Part 1.2 of the Corporations Act.

ASX means ASX Limited (ABN 98 008 624 691) or, if the context requires, the financial market operated by it.

Authorised Person means, in respect of a person:

- (a) a director, officer, contractor, agent or employee of the person;
- (b) an Adviser of the person; and
- (c) a director, officer or employee of an Adviser of the person.

Bidder Board means the board of directors of Bidder as constituted from time to time and **Bidder Board Member** means any director of Bidder comprising part of the Bidder Board.

Bidder Group means Bidder and its Subsidiaries.

Bidder Indemnified Parties means Bidder, its Subsidiaries and their respective directors, officers and employees.

Bidder Information means such information regarding Bidder that is provided by or on behalf of Bidder to Isentia or the Independent Expert:

- (a) to enable the Scheme Booklet to be prepared and completed in compliance with all applicable laws;
- (b) to enable applications for Regulatory Approvals to be made; and
- (c) otherwise in compliance with Bidder's obligations under clause 5.2(a).

Bidder Reimbursement Fee means A\$.0.5 million.

Bidder Share means an issued fully paid ordinary share in the capital of Bidder.

Bidder Shareholder means each person who is registered as a holder of Bidder Shares.

Bidder Shareholder Meeting means the meeting of Bidder Shareholders to consider and vote on the Transaction, including the payment of the Scheme Consideration, and includes any meeting convened following any adjournment or postponement of that meeting.

Bidder Sub has the meaning given to that term in clause 2.1(d).

Bidder Superior Counterproposal has the meaning given in clause 11.5(a)(v).

Bidder Warranties means the representations and warranties of Bidder set out in clause 9.1.

Business Day means a day that is not a Saturday, Sunday or a public holiday or bank holiday in Sydney, New South Wales.

Change of Control Requirements has the meaning given to that term in clause 7.6.

Claim means a claim, notice, demand, action, proceeding, litigation, prosecution, arbitration, investigation, judgment, award, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute.

Competing Proposal means any proposal, offer or transaction by a third party (other than Bidder or its Related Bodies Corporate) that, if completed, would mean:

- (a) a person would acquire a relevant interest or voting power in 20% or more of the Isentia Shares or of the securities of any Isentia Group Member;
- (b) a person would enter into, buy, dispose of, terminate or otherwise deal with any cash settled equity swap or other synthetic, economic or derivative transaction connected with or relating to 20% or more of the Isentia Shares or of the securities of any Isentia Group Member;
- (c) a person would directly or indirectly acquire or obtain an interest (including an economic interest) in all or a substantial part or material part of the business conducted by, or assets or property of, Isentia or any Isentia Group Member;
- (d) a person would acquire Control of Isentia or any Isentia Group Member;
- (e) a person may otherwise acquire, or merge with, Isentia or any Isentia Group Member (including by way of takeover bid, scheme of arrangement, capital

reduction, sale of assets, sale of securities, strategic alliance, dual listed company structure, joint venture or partnership);

- (f) Isentia will issue, on a fully diluted basis, 20% or more of its capital as consideration for the assets or share capital or another person; or
- (g) Isentia abandons, or otherwise fails to proceed with, the Transaction,

or any proposal by Isentia to implement any reorganisation of capital. Each successive material modification or variation of any proposal, offer or transaction in relation to a Competing Proposal will constitute a new Competing Proposal.

Conditions means the conditions set out in clause 3.1 and **Condition** means any one of them.

Confidentiality Agreement means the confidentiality agreement between Isentia and Bidder dated before the date of this deed.

Control has the meaning given under section 50AA of the Corporations Act. **Controlled** has the equivalent meaning.

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

Court means the Federal Court of Australia or any other court of competent jurisdiction under the Corporations Act as the parties may agree in writing.

Deed Poll means the deed poll to be executed by Bidder prior to the First Court Date, substantially in the form set out in Schedule 4 or in such other form as is acceptable to Isentia acting reasonably, provided that where Bidder nominates a Bidder Sub in accordance with clause 2.1(d), the Deed Poll must provide for the Bidder Sub to have the primary obligations under the Deed Poll.

Effective means, when used in relation to the Scheme, the coming into effect, under section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to that Scheme.

Effective Date, with respect to the Scheme, means the date on which the Scheme becomes Effective.

End Date means the later of:

- (a) the date 6 months from the date of this deed; and
- (b) such other date and time agreed in writing between Bidder and Isentia.

Excluded Shareholder means any Isentia Shareholder who is a member of the Bidder Group or any Isentia Shareholder who holds any Isentia Shares on behalf, or for the benefit of, any member of the Bidder Group and does not hold Isentia Shares on behalf of, or for the benefit of, any other person.

Exclusivity Period means the period commencing on the date of this deed and ending on the earliest of:

- (a) the End Date;
- (b) the Effective Date; and

(c) the date this deed is terminated in accordance with its terms.

Existing Debt Facilities means each of the facilities pursuant to the Facility Agreement between Isentia and the Commonwealth Bank of Australia dated 13 October 2020 as amended from time to time including by the Amended Facility Agreement on 13 November 2020.

Existing Financiers means the Commonwealth Bank of Australia.

Fairly Disclosed a reference to Fairly Disclosed to a party means disclosed to any of that party or any of its Authorised Persons in good faith, to a sufficient extent and in sufficient detail so as to enable a reasonable and sophisticated buyer (or one of its Authorised Persons) experienced in transactions similar to the Transaction and experienced in a business similar to any business conducted by the Isentia Group (if disclosed to Bidder) or the Bidder Group (if disclosed to Isentia), to identify the nature and scope of the relevant matter, event or circumstance (including, in each case, that the potential financial effect of the relevant matter, event or circumstances was reasonably ascertainable from the information disclosed).

First Court Date means the date the Court first hears the application to order the convening of the Scheme Meeting under section 411(1) of the Corporations Act.

FY19 Deferred Equity Rights means deferred equity rights granted pursuant to the Isentia Incentive Plan in respect of the FY19 period.

FY19 Long Term Performance Rights means the long term performance rights granted pursuant to the Isentia Incentive Plan in accordance with the 'FY19 Executive Reward Plan'.

FY20 Deferred Equity Rights means the deferred equity rights granted pursuant to the Isentia Incentive Plan in respect of the FY20 period.

FY20 Long Term Performance Rights means the long term performance rights granted pursuant to the Isentia Incentive Plan in accordance with the 'FY20 Executive Reward Plan'.

Government Agency means any government or representative of a government or any governmental, semi-governmental, administrative, fiscal, regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity and includes any minister, AIM, ASIC, ASX and any regulatory organisation established under statute or any stock exchange.

GST Law has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Headcount Test means the requirement under section 411(4)(a)(ii)(A) of the Corporations Act that the resolution to approve the Scheme at the Scheme Meeting is passed by a majority in number of Isentia Shareholders present and voting, either in person or by proxy.

Implementation Date means, with respect to the Scheme, the fifth Business Day, or such other Business Day as the parties agree, following the Scheme Record Date for the Scheme.

Implementation Planning Committee has the meaning given to that term in clause 7.4 of this deed.

Independent Expert means an expert, independent of the parties, engaged by Isentia in good faith to opine on whether the Scheme is in the best interests of Isentia Shareholders (other than Excluded Shareholders).

Independent Expert's Report means the report from the Independent Expert commissioned by Isentia for inclusion in the Scheme Booklet, which includes a statement by the Independent Expert on whether, in its opinion, the Scheme is in the best interests of Isentia Shareholders (other than Excluded Shareholders), and includes any update of that report by the Independent Expert.

Insolvency Event means in relation to a person:

- (a) **insolvency official:** the appointment of a liquidator, provisional liquidator, administrator, statutory manager, controller, receiver, receiver and manager or other insolvency official (whether under an Australian law or a foreign law) to the person or to the whole or a substantial part of the property or assets of the person and the action is not stayed, withdrawn or dismissed within 14 days;
- (b) **arrangements:** the entry by the person into a compromise or arrangement with its creditors generally;
- (c) **winding up:** the calling of a meeting to consider a resolution to wind up the person (other than where the resolution is frivolous or cannot reasonably be considered to be likely to lead to the actual winding up of the person) or the making of an application or order for the winding up or deregistration of the person other than where the application or order (as the case may be) is set aside or withdrawn within 14 days;
- (d) **suspends payments:** the person suspends or threatens to suspend payment of its debts as and when they become due;
- (e) **ceasing business:** the person ceases or threatens to cease to carry on business;
- (f) **insolvency:** the person is or becomes unable to pay its debts when they fall due within the meaning of the Corporations Act or is otherwise presumed to be insolvent under the Corporations Act;
- (g) **deregistration:** the person being deregistered as a company or otherwise dissolved;
- (h) **deed of company arrangement:** the person executing a deed of company arrangement;
- (i) **person as trustee or partner:** the person incurs a liability while acting or purporting to act as trustee (or co-trustee) or general partner of a trust or partnership (including a limited partnership) and the person is not entitled to be fully indemnified against the liability out of trust or partnership assets because of one or more of the following:
 - (i) a breach of trust or obligation as partner by the person;
 - (ii) the person acting outside the scope of its powers as trustee or partner;
 - (iii) a term of the trust or partnership denying, or limiting, the person's right to be indemnified against the liability;

- (iv) the assets of the trust or partnership being insufficient to discharge the liability; or
- (j) **analogous events:** anything analogous to those set out in any of paragraphs (a) to (g) inclusive occurs in relation to the person under the laws of a foreign jurisdiction,

and a person shall be **Insolvent** if any event specified in paragraphs (a) to (j) inclusive occurs in respect of that person.

Isentia Board means the board of directors of Isentia as constituted from time to time (or any committee of the board of directors of Isentia constituted from time to time to consider the Transaction on behalf of Isentia).

Isentia Board Member means any director of Isentia comprising part of the Isentia Board.

Isentia Director Share means any Isentia Share:

- (a) held by or on behalf of an Isentia Board Member;
- (b) Controlled by an Isentia Board Member; or
- (c) listed as an indirect interest in an Appendix 3X or 3Y lodged by Isentia with ASX in respect of any Isentia Board Member.

Isentia Due Diligence Materials means:

- (a) the documents and information contained in the data room made available by, or on behalf of, the Isentia Group and any of its Authorised Persons, the index of which has been electronically initialled by, or on behalf of, the parties for the purposes of identification; and
- (b) written responses from Isentia and its Authorised Persons to requests for further information made by Isentia and its Authorised Persons, the index of which has been electronically initialled by, or on behalf of, the parties for the purposes of identification.

Isentia Group means Isentia and its Subsidiaries and **Isentia Group Member** means any member of the Isentia Group.

Isentia Incentive Plan means Isentia's long term incentive plan adopted in May 2014.

Isentia Incentive Right means a deferred equity right, long term performance right, engagement right or any other such right to acquire an Isentia Share granted pursuant to the Isentia Incentive Plan.

Isentia Indemnified Parties means Isentia, its Subsidiaries and their respective directors, officers and employees.

Isentia Information means such information regarding Isentia that is provided by or on behalf of Isentia to Bidder:

- (a) to enable the AIM Document to be prepared and completed in compliance with all applicable laws and the requirements of the AIM Rules;
- (b) to enable applications for Regulatory Approvals to be made; and
- (c) otherwise in compliance with Isentia's obligations under clause 5.1(x).

Isentia Material Adverse Change means:

- (a) an event, change, condition, matter, circumstance or thing occurring before, on or after the date of this deed (each, for the purposes of this defined term, a **Specified Event**) which, whether individually or when aggregated with all such events, changes, conditions, matters, circumstances or things that have occurred or are reasonably likely to occur, has had or would be considered reasonably likely to have:
 - (i) the effect of a diminution in the value of the consolidated net tangible assets of the Isentia Group, taken as a whole, by at least \$7,700,000 against what it would reasonably have been expected to have been but for such Specified Event; or
 - (ii) the effect of a diminution in the consolidated revenue for the financial year ending 30 June 2022 of the Isentia Group, in each case, taken as a whole, by at least 17.5% against what it would reasonably have been expected to have been but for such Specified Event after taking into account any positive impact to consolidated revenue resulting from any other Specified Event during the relevant period whether individually or when aggregated such that it is measured on a net impact basis;

other than those events, changes, conditions, matters, circumstances or things:

- (b) required or permitted by this deed, the Scheme or the transactions contemplated by either;
- (c) to the extent it was an existing event or circumstance that, and the impact of which, was Fairly Disclosed in filings of Isentia with the ASX in the 2 years prior to the date of this deed or the Isentia Due Diligence Materials;
- (d) which Bidder has approved in writing; or
- (e) arising as a result of any generally applicable change in law (including subordinate legislation) or governmental policy, except for:
 - (i) any change to copyright law or policy which affects, is likely to affect, or would if enacted affect or be likely to affect, the scope or operation of, or the ability to obtain, licenses to content (including mandatory fees or fee structures or the introduction of new copyright rights); or
 - (ii) any new law, regulation, mandatory code or change in policy which has or would have the effect of requiring any mandatory payment in relation to the use or distribution of copyright works or other content.

Isentia Prescribed Occurrence means the occurrence of any of the following on or after the date of this deed and before 8.00am on the Second Court Date:

- (a) Isentia converts all or any of its shares into a larger or smaller number of shares (see section 254H of the Corporations Act);
- (b) any Isentia Group Member resolves to reduce its share capital in any way;
- (c) any Isentia Group Member:
 - (i) enters into a buy-back agreement; or
 - (ii) resolves to approve the terms of a buy-back agreement under subsections 257C(1) or 257D(1) of the Corporations Act;
- (d) any Isentia Group Member issues shares, or grants a performance right, a phantom performance right, or an option over its shares, or agrees to make such an issue or grant such a performance right, phantom performance right or an option (other than to a directly or indirectly wholly owned Subsidiary of Isentia);
- (e) any Isentia Group Member issues, or agrees to issue, convertible notes;
- (f) any Isentia Group Member disposing of, or agreeing to dispose, of the whole, or a substantial part, of its business or property;
- (g) any Isentia Group Member acquiring a 'Relevant Interest' in 'Sensitive Land', with each of those expressions having the meaning given to them in the Overseas Investment Act;
- (h) any Isentia Group Member granting a Security Interest, or agreeing to grant a Security Interest, over the whole, or a substantial part, of its business or property;
- (i) any Isentia Group Member becomes Insolvent; and
- (j) any Isentia Group Member authorising, procuring, committing or agreeing to do any of the matters set out above,

provided that an Isentia Prescribed Occurrence will not include any matter:

- (k) required to be done or procured by Isentia pursuant to this deed or the Scheme;
- (l) to the extent it is Fairly Disclosed in filings of Isentia with the ASX within 2 years prior to the date of this deed;
- (m) other than in respect of limb (d) above, to the extent it is Fairly Disclosed in the Isentia Due Diligence Materials;
- (n) required by law or by an order of a court or Government Agency;
- (o) expressly permitted pursuant to this deed; or
- (p) the undertaking of which Bidder has been approved in writing (which approval must not be unreasonably withheld or delayed).

Isentia Regulated Event means the occurrence of any of the following:

- (a) a substantial member of the Isentia Group reclassifying, combining, splitting or redeeming or repurchasing directly or indirectly any of its shares;

- (b) Isentia declaring, paying or distributing any dividend, bonus or other share of its profits or assets or returning or agreeing to return any capital to its members;
- (c) Isentia amending the terms of the Isentia Incentive Plan;
- (d) a substantial member of the Isentia Group making any change to its constitution;
- (e) an Isentia Group Member entering into a line of business or other activities in which the Isentia Group is not already engaged as at the date of this deed, whether by acquisition or otherwise;
- (f) an Isentia Group Member acquiring any business assets, entity or undertaking (including announcing or proposing any bid or tendering in respect of any such business assets, entity or undertakings) in excess of A\$1.5 million (individually or in aggregate);
- (g) an Isentia Group Member entering into any contract or commitment (including in respect of any new financial indebtedness) requiring payments by the Isentia Group in excess of A\$1.5 million (individually or in aggregate) other than any payment required by law;
- (h) an Isentia Group Member increasing the level of its borrowings or indebtedness;
- (i) an Isentia Group Member providing financial accommodation other than to Isentia Group Members (irrespective of what form that accommodation takes) in excess of A\$500,000 (individually or in aggregate);
- (j) an Isentia Group Member entering into any agreement, arrangement or transaction with respect to derivative instruments (including, but not limited to, swaps, futures contracts, forward commitments, commodity derivatives or options) or similar instruments;
- (k) an Isentia Group Member entering into, or resolving to enter into, a transaction with any related party of Isentia (other than a related party which is an Isentia Group Member), as defined in section 228 of the Corporations Act;
- (l) an Isentia Group Member entering into or materially altering, varying or amending any employment, consulting, severance or similar agreement or arrangement in existence at the date of this deed with one or more of its officers, directors, other executives or employees, or accelerating or otherwise increasing compensation by more than 10% of the total annual compensation provided under the relevant agreement or arrangement in existence at the date of this deed for any of the above, in each case other than:
 - (i) pursuant to contractual arrangements in effect on the date of this deed and which are Fairly Disclosed in the Isentia Due Diligence Materials; or
 - (ii) pursuant to Isentia's policies and guidelines in effect on the date of this deed and which are Fairly Disclosed in the Isentia Due Diligence Materials;
- (m) an Isentia Group Member paying any of its directors or employees a bonus, termination payment, retention payment or any other increase in fees or benefits, other than in accordance with contractual arrangements in effect on the date of this deed and which are Fairly Disclosed in the Isentia Due Diligence Materials provided that the aggregate of all payments is no greater than A\$500,000;

- (n) an Isentia Group Member entering into any enterprise bargaining agreement other than in the ordinary course of business or pursuant to contractual arrangements in effect on the date of this deed and which are Fairly Disclosed in the Isentia Due Diligence Materials;
- (o) an Isentia Group Member changing any accounting policy applied by them to report their financial position other than any change in policy required by a change in accounting standards;
- (p) Isentia changing its tax residency;
- (q) an Isentia Group Member settling any legal proceedings, disputed claim, investigation, arbitration or other like proceeding where the settlement amount payable by any Isentia Group Member exceeds A\$500,000;
- (r) any Isentia Group Member authorising, procuring, committing or agreeing to do any of the matters set out above,

other than events, occurrences or matters:

- (s) required to be done or procured by Isentia pursuant to this deed or the Scheme;
- (t) to the extent it was Fairly Disclosed in the Isentia Due Diligence Materials;
- (u) to the extent it was Fairly Disclosed by Isentia to the ASX within 2 years before the date of this deed; or
- (v) which Bidder has previously approved in writing.

Isentia Reimbursement Fee means A\$0.5 million.

Isentia Restricted Share means an unquoted Isentia Share which is subject to restrictions on disposal or dealing, including holding locks, service conditions or other similar restrictions on disposal or dealing.

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

Isentia Share Register means the register of members of Isentia maintained by or on behalf of Isentia in accordance with section 168(1) of the Corporations Act.

Isentia Shareholder means each person who is registered in the Isentia Share Register as a holder of Isentia Shares.

Isentia Warranties means the representations and warranties of Isentia set out in clause 9.3.

Listing Rules means the official listing rules of ASX as amended from time to time.

Overseas Investment Act means the *Overseas Investment Act 2005* (New Zealand).

Placing Agreement means the executed placing agreement to be entered into by Bidder and finnCap Ltd on or around the date of this deed.

Placing Shares means the new Bidder Shares being issued to fund the Scheme Consideration.

Recommendation has the meaning given to that term in clause 6.2.

Regulatory Approval means:

- (a) any approval, consent, authorisation, registration, filing, lodgement, permit, franchise, agreement, notarisation, certificate, permission, licence, direction, declaration, authority, waiver, modification or exemption from, by or with a Government Agency; or
- (b) in relation to anything that would be fully or partly prohibited or restricted by law if a Government Agency intervened or acted in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

Related Body Corporate of a person, means a related body corporate of that person under section 50 of the Corporations Act and includes any body corporate that would be a related body corporate if section 48(2) of the Corporations Act was omitted.

Relevant Interest has the meaning given to that term in sections 608 and 609 of the Corporations Act.

RG 60 means Regulatory Guide 60 issued by ASIC.

Scheme means the proposed scheme of arrangement pursuant to Part 5.1 of the Corporations Act between Isentia and Scheme Shareholders in respect of all Scheme Shares, substantially in the form set out in Schedule 3 or in such other form as the Scheme Parties agree in writing, subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and approved in writing by each party.

Scheme Booklet means the explanatory booklet to be prepared by Isentia in respect of the Transaction in accordance with the terms of this deed and to be despatched to Isentia Shareholders.

Scheme Consideration means A\$0.175 per Scheme Share.

Scheme Meeting means the meeting of Isentia Shareholders (other than Excluded Shareholders) ordered by the Court to be convened under section 411(1) of the Corporations Act to consider and vote on the Scheme and includes any meeting convened following any adjournment or postponement of that meeting.

Scheme Parties means Bidder and Isentia.

Scheme Record Date means, in respect of the Scheme, 5.00pm on the third Business Day (or such other Business Day as the parties agree in writing) following the Effective Date.

Scheme Share means an Isentia Share on issue as at the Scheme Record Date (other than any Isentia Shares held or controlled by an Excluded Shareholder).

Scheme Shareholder means a person who holds one or more Scheme Shares.

Second Court Date means the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme is heard or scheduled to be heard or, if the application is adjourned for any reason, means the date on which the adjourned application is heard or scheduled to be heard.

Security Interest means any mortgage, charge, pledge, lien, assignment or other security interest or any other arrangement (including a right of set off or combination)

entered into for the purpose of conferring a priority, including any security interest as defined.

Share Registry means Link Market Services Limited ABN 54 083 214 537.

Share Splitting means the splitting by a holder of Isentia Shares into two or more parcels of Isentia Shares whether or not it results in any change in beneficial ownership of the Isentia Shares.

Subsidiary has the meaning given to that term in section 46 of the Corporations Act.

Superior Proposal means a bona fide Competing Proposal:

- (a) of the kind referred to in any of paragraphs (c), (d) or (e) of the definition of Competing Proposal; and
- (b) not resulting from a breach by Isentia of any of its obligations under clause 11 of this deed (it being understood that any actions by the other Isentia Group Members or the Authorised Persons of any Isentia Group Member prohibited by clause 11 shall be deemed to be a breach by Isentia for the purposes of this deed),

which the Isentia Board determines, acting in good faith and in order to satisfy what the Isentia Board reasonably considers to be its fiduciary or statutory duties (after receiving written advice from its external legal and financial advisers):

- (c) is reasonably capable of being valued and reasonably likely to be completed in accordance with its terms in a timely fashion, taking into account all financial, regulatory and other aspects of such proposal; and
- (d) would, if completed substantially in accordance with its terms, be likely to result in a transaction more favourable to Isentia Shareholders (other than Excluded Shareholders) as a whole than the Transaction (as completed), taking into account all of the terms and conditions of the Competing Proposal, including, but not limited to, type of consideration offered, the actual or implied premium of the purchase price, conditionality, funding, certainty, timing, the identity of the proponent and any other matters affecting the probability of the Competing Proposal being completed.

Timetable means the indicative timetable in relation to the Transaction set out in Schedule 2 with such modifications as may be agreed in writing by the parties.

Transaction means the proposed acquisition by Bidder, in accordance with the terms and conditions of this deed, of all of the Isentia Shares through the implementation of the Scheme.

UK Business Days means a day that is not a Saturday, Sunday or a public holiday or bank holiday in London, United Kingdom.

Voting Intention has the meaning given to that term in clause 6.2.

1.2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;

- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
 - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its agents, successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;
 - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation made under it;
 - (ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
 - (x) a monetary amount is in Australian dollars;
- (g) an agreement on the part of two or more persons binds them jointly and each of them severally;
- (h) if an act prescribed under this deed is to be done by a party on or by a given day is done after 5.00pm on that day in the place nominated by the party as its address in clause 17.1, it is taken to be done on the following Business Day in that place;
- (i) a reference to time is to Sydney, Australia time unless otherwise indicated; and
- (j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it.

1.3 Interpretation of inclusive expressions

Specifying anything in this deed after the words “include or “for example” or similar expressions does not limit what else is included.

1.4 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

1.5 Deed components

This deed includes any schedule.

1.6 Awareness

Where a representation or warranty is given so far as a party is “aware”, “expects” or with a similar qualification or expression as to awareness, knowledge or expectation, the awareness, knowledge or expectation of a party is limited to and deemed only to comprise those facts, matters or circumstances of which, in the case of Isentia, the Chairman, Chief Executive Officer, Chief Financial Officer or any other direct report to the Chief Executive Officer (who has been made aware of the Transaction prior to the date of this deed), in the case of Bidder, the Chairman, Chief Executive Officer, Chief Financial Officer or any other direct report to each of them (who has been made aware of the Transaction prior to the date of this deed) is aware or ought reasonably to be aware or expects, as at the time the relevant representation or warranty is given.

Schedule 2 Indicative Timetable

Event	Date
Enter into Scheme Implementation Deed	15 June 2021
Despatch AIM Document to Bidder Shareholders	15 June 2021
Lodge the Scheme Booklet with ASIC for review and comment	28 June 2021
First Court Date	16 July 2021
Scheme Booklet registered with ASIC	16 July 2021
Despatch Scheme Booklet to Isentia Shareholders	19 July 2021
Bidder Shareholder Meeting	9 July 2021
Scheme Meeting	17 August 2021
Second Court Date	20 August 2021
Effective Date – lodge office copy of Court order approving the Scheme with ASIC	20 August 2021
Scheme Record Date	25 August 2021
Implementation Date	1 September 2021

Dates are indicative only and subject to change.

Schedule 3 Scheme of arrangement

Scheme of arrangement

Isentia Group Limited

Each person registered as a holder of fully paid ordinary shares in Isentia as at the Scheme Record Date (other than Excluded Shareholders)

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Parties

- 1 Isentia Group Limited (ACN 167 541 568) of Level 3, 219-241 Cleveland Street, Strawberry Hills NSW 2012 (**Isentia**)
- 2 Each person registered as a holder of fully paid ordinary shares in Isentia as at the Scheme Record Date other than Excluded Shareholders (**Scheme Shareholders**)

The parties agree

1 Defined terms and interpretation

1.1 Defined terms

A term or expression starting with a capital letter which is defined in the dictionary in Schedule 1 has the meaning given to it in the dictionary.

1.2 Interpretation

The interpretation clause in Schedule 1 sets out rules of interpretation for this Scheme.

2 Preliminary matters

- (a) Isentia is an Australian public company limited by shares, and has been admitted to the official list of ASX. Isentia Shares are quoted for trading on the ASX.
- (b) As at **[insert]** 2021, there were 200,000,001 Isentia Shares that are quoted for trading on the ASX.
- (c) Bidder is a public company limited by shares listed on AIM (a market operated by London Stock Exchange plc).
- (d) If this Scheme becomes Effective:
 - (i) Bidder must provide or procure the provision of the Consideration to Scheme Shareholders in accordance with this Scheme and the Deed Poll; and
 - (ii) all the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, will be transferred to Bidder and Isentia will enter the name of Bidder in the Share Register in respect of all the Scheme Shares.
- (e) Bidder and Isentia have entered into the Scheme Implementation Deed in respect of (among other things) the implementation of this Scheme.
- (f) This Scheme attributes actions to Bidder but does not itself impose any obligations on it to perform those actions. By executing the Deed Poll, Bidder has agreed to perform the actions attributed to it under this Scheme. By executing the Deed Poll, Bidder agrees to perform its obligations under the Deed Poll, including payment of the Consideration in accordance with the terms of this Scheme.

3 Bidder Sub

- (a) Bidder may nominate any wholly owned Subsidiary of Bidder (**Bidder Sub**) to acquire the Scheme Shares under this Scheme by giving written notice to Isentia on before the date that is 5 Business Days before the First Court Date (**Sub Notification**).
- (b) If Bidder nominates a Bidder Sub to acquire the Scheme Shares under this Scheme, then:
 - (i) references in this Scheme to Bidder acquiring the Scheme Shares under this Scheme, or taking any other action under or in respect of this Scheme, are to be read as references to the Bidder Sub doing so;
 - (ii) Bidder must procure that Bidder Sub complies with its obligations under this Scheme; and
 - (iii) despite paragraphs 3(b)(i) and 3(b)(ii), Bidder will continue to be bound by all of the obligations of Bidder under this Scheme and will not be released from any obligations or liabilities under this Scheme following the Sub Notification. However, Isentia agrees that Bidder will not be in breach of this Scheme for failing to discharge an obligation of Bidder under this Scheme if the Bidder Sub fully discharges that obligation.

4 Conditions

4.1 Conditions precedent

This Scheme is conditional on and will not become Effective until and unless the following conditions precedent are satisfied:

- (a) all the conditions in clause 3.1 of the Scheme Implementation Deed (other than the condition in clause 3.1(e) of the Scheme Implementation Deed relating to Court approval of this Scheme) are satisfied or waived in accordance with the terms of the Scheme Implementation Deed by the Delivery Time;
- (b) neither the Scheme Implementation Deed nor the Deed Poll is terminated in accordance with its terms by the Delivery Time;
- (c) this Scheme is approved by the Court at the Second Court Hearing under section 411(4)(b) of the Corporations Act, including with any alterations made or required by the Court under section 411(6) of the Corporations Act as are acceptable to Isentia and Bidder;
- (d) such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to this Scheme as are acceptable to Isentia and Bidder are satisfied or waived (each acting reasonably); and
- (e) the order of the Court made under section 411(4)(b) of the Corporations Act approving this Scheme comes into effect pursuant to section 411(10) of the Corporations Act on or before the End Date (or any later date Isentia and Bidder agree in writing).

4.2 Conditions precedent and operation of clause 4

The satisfaction of each condition of clause 4.1 of this Scheme is a condition precedent to the operation of clause 5 of this Scheme.

4.3 Certificates

- (a) Isentia and Bidder will provide a joint certificate to the Court at the Second Court Hearing confirming (in respect of matters within their respective knowledge) whether or not the conditions precedent in clauses 4.1(a) and 4.1(b) above have been satisfied or waived as at the Delivery Time.
- (b) The joint certificate given by Isentia and Bidder constitutes conclusive evidence that the conditions precedent in clauses 4.1(a) and 4.1(b) above have been satisfied or waived as at the Delivery Time.

4.4 Termination and End Date

Without limiting any rights under the Scheme Implementation Deed, if:

- (a) the Scheme Implementation Deed or the Deed Poll is terminated in accordance with its terms before the Scheme becomes Effective; or
- (b) the Effective Date has not occurred on or before the End Date,

then the Scheme will lapse and each of Bidder and Isentia are released from any further obligation to take steps to implement the Scheme (unless Isentia and Bidder otherwise agree in writing).

5 Implementation of this Scheme

5.1 Lodgement of Court orders with ASIC

For the purposes of section 411(10) of the Corporations Act, Isentia must lodge with ASIC an office copy of the order made by the Court under section 411(4)(b) of the Corporations Act approving this Scheme before 5:00pm on the Business Day following the day on which such office copy is received by Isentia or such later date as Isentia and Bidder agree in writing.

5.2 Transfer of Scheme Shares

On the Implementation Date:

- (a) subject to the provision of the Consideration in the manner contemplated by clause 6.2(a), the Scheme Shares, together with all rights and entitlements attaching to them as at the Implementation Date, must be transferred to Bidder, without the need for any further act by any Scheme Shareholder (other than acts performed by Isentia as attorney and agent for Scheme Shareholders under clause 9.5), by:
 - (i) Isentia duly completing and executing the Scheme Transfer, duly executed on behalf of the Scheme Shareholders (as transferors), and delivering it to Bidder; and
 - (ii) Bidder duly executing the Scheme Transfer (as transferee), attending to the stamping of the Scheme Transfer (if required) and delivering it to Isentia for registration; and

- (b) immediately following receipt of the Scheme Transfer in accordance with clause 5.2(a), Isentia must enter, or procure the entry of, the name of Bidder in the Share Register as the registered holder in respect of all the Scheme Shares transferred to Bidder in accordance with this Scheme.

6 Consideration

6.1 Entitlement to Consideration

Subject to the terms of this Scheme, each Scheme Shareholder will be entitled to A\$0.175 for each Scheme Share.

6.2 Provision of Consideration

- (a) In consideration for the transfer to Bidder of the Scheme Shares, Bidder will provide the Consideration by depositing (or procuring the deposit) in cleared funds an amount equal to the aggregate amount of the Consideration for all Scheme Shares into the Trust Account by no later than the Business Day before the Implementation Date, such amount to be held by Isentia on trust for Scheme Shareholders (provided that any interest on the amount so deposited (less bank fees and other charges) (**Accrued Interest**) will accrue for the benefit of Bidder). The obligation of the Bidder to pay or otherwise provide the Consideration to Scheme Shareholders under this Scheme will be satisfied by the Bidder complying with its obligations under this clause 6.2(a).
- (b) Subject to Bidder having complied with clause 6.2(a), Isentia must, on the Implementation Date and from the Trust Account, pay to each Scheme Shareholder the Consideration attributable to that Scheme Shareholder based on the number of Scheme Shares held by that Scheme Shareholder as at the Scheme Record Date, which obligation will be satisfied by Isentia:
 - (i) where a Scheme Shareholder has, before the Scheme Record Date, made an election in accordance with the requirements of the Share Registry to receive dividend payments from Isentia by electronic funds transfer to a bank account nominated by the Scheme Shareholder, paying, or procuring the payment of, the relevant amount in Australian currency by electronic means in accordance with that election; or
 - (ii) whether or not a Scheme Shareholder has made an election referred to in clause 6.2(b)(i), dispatching, or procuring the dispatch of, a cheque in Australian currency for the relevant amount to the Scheme Shareholder by prepaid post to their Registered Address, such cheque being drawn in the name of the Scheme Shareholder (or in the case of joint holders, in accordance with clause 6.3).
- (c) In the event that:
 - (i) either:
 - (A) a Scheme Shareholder does not have a Registered Address; or
 - (B) Isentia as the trustee for the Scheme Shareholders believes that a Scheme Shareholder is not known at the Scheme Shareholder's Registered Address,

and no account has been notified in accordance with clause 6.2(b)(i) or a deposit into such an account is rejected or refunded; or

- (ii) a cheque issued under this clause 6 has been cancelled in accordance with clause 6.5(a),

Isentia as the trustee for the Scheme Shareholders may credit the amount payable to the relevant Scheme Shareholder to a separate bank account of Isentia (**Separate Account**) to be held until the Scheme Shareholder claims the amount or the amount is dealt with in accordance with the *Unclaimed Money Act 1995* (NSW). To avoid doubt, if the amount is not credited to a Separate Account, the amount will continue to be held in the Trust Account until the Scheme Shareholder claims the amount or the amount is dealt with in accordance with the *Unclaimed Money Act 1995* (NSW).

Until such time as the amount is dealt with in accordance with the *Unclaimed Money Act 1995* (NSW), Isentia must hold the amount on trust for the relevant Scheme Shareholder, but any interest or other benefit accruing from the amount will be to the benefit of Bidder. An amount credited to the Separate Account or Trust Account (as applicable) is to be treated as having been paid to the Scheme Shareholder when credited to the Separate Account or Trust Account (as applicable). Isentia must maintain records of the amounts paid, the people who are entitled to the amounts and any transfers of the amounts.

- (d) To the extent that there is a surplus in the amount held by Isentia as the trustee for the Scheme Shareholders in the Trust Account, that surplus must be paid by Isentia as the trustee for the Scheme Shareholders to Bidder following the satisfaction of Isentia's obligations as the trustee for the Scheme Shareholders under this clause 6.2.
- (e) Isentia must pay any Accrued Interest to any account nominated by Bidder following satisfaction of Isentia's obligations under clause 6.2(b) (and, in any event, on the Implementation Date).
- (f) If, following the satisfaction of Bidder's obligations under clause 6.2(a) but prior to the occurrence of all of the events described in clause 5.2, the Scheme lapses under clause 4.4(b):
 - (i) Isentia must immediately repay (or cause to be repaid) to or at the direction of Bidder the funds that were deposited into the trust account plus any interest on the amounts deposited (less bank fees and other charges);
 - (ii) the obligation to transfer Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, to Bidder under clause 5.2(a) will immediately cease;
 - (iii) Bidder must return the Scheme Transfer, if provided pursuant to clause 5.2(a)(i); and
 - (iv) Isentia is no longer obliged to enter, or procure entry of, the name of Bidder in the Share Register in respect of all the Scheme Shares transferred to Bidder in accordance with clause 5.2(b).

6.3 Joint holders

In the case of Scheme Shares held in joint names:

- (a) any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to the holder whose name appears first in the Share Register as at the Scheme Record Date; and
- (b) any other document required to be sent under this Scheme will be forwarded to the holder whose name appears first in the Share Register as at the Scheme Record Date.

6.4 Fractional entitlement

Where the calculation of the Consideration to be issued to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a cent, the fractional entitlement will be rounded down to the nearest whole cent.

6.5 Cancellation and re-issue of cheques

- (a) Isentia may cancel a cheque issued under this clause 6 if the cheque:
 - (i) is returned to Isentia; or
 - (ii) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of one year commencing on the Implementation Date, on request in writing from a Scheme Shareholder to Isentia (or the Share Registry) (which request may not be made until the date which is 5 Business Days after the Implementation Date), a cheque that was previously cancelled under clause 6.5(a) must be reissued.

6.6 Unclaimed monies

- (a) The *Unclaimed Money Act 1995 (NSW)* will apply in relation to any Consideration which becomes 'unclaimed money' (as defined in section 7 of the *Unclaimed Money Act 1995 (NSW)*).
- (b) Any interest or other benefit accruing from unclaimed Consideration will be to the benefit of Bidder.

6.7 Orders of a court

If written notice is given to Isentia (or the Share Registry) of an order or direction made by a court of competent jurisdiction or by another Government Agency that:

- (a) requires payment to a third party of a sum in respect of Scheme Shares held by a particular Scheme Shareholder, which sum would otherwise be payable to that Scheme Shareholder by Isentia in accordance with this clause 6, then Isentia will be entitled to make that payment (or procure that it is made) in accordance with that order or direction; or
- (b) prevents Isentia from making a payment to a particular Scheme Shareholder in accordance with clause 6.2(b), or such payment is otherwise prohibited by applicable law, Isentia will be entitled to retain an amount, in Australian dollars, equal to the amount of the relevant payment until such time as payment in accordance with this clause 6.7 is permitted by that order or otherwise by law.

7 Dealings in Isentia Shares

7.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in Isentia Shares or other alterations to the Share Register will only be recognised if:

- (a) in the case of dealings of the type to be effected using CHESSE, the transferee is registered in the Share Register as the holder of the relevant Isentia Shares at or before the Scheme Record Date; and
- (b) in all other cases, registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received at or before the Scheme Record Date at the place where the Share Register is kept,

and Isentia must not accept for registration, nor recognise for any purpose (except a transfer to Bidder pursuant to this Scheme and any subsequent transfer by Bidder or its successors in title), any transfer or transmission application or other request received on or after the Scheme Record Date, or received prior to the Scheme Record Date but not in registrable or actionable form.

7.2 Share Register

- (a) Isentia must register registrable transmission applications or transfers of Isentia Shares in accordance with clause 7.1(b) at or before the Scheme Record Date, provided that nothing in this clause 7.2(a) requires Isentia to register a transfer that would result in an Isentia Shareholder holding a parcel of Isentia Shares that is less than a 'marketable parcel' (as defined in the operating rules of ASX).
- (b) If this Scheme becomes Effective, a Scheme Shareholder (and any person claiming through that holder) must not dispose of or otherwise deal with, or purport or agree to dispose of or otherwise deal with, any Scheme Shares or any interest in them after the Scheme Record Date otherwise than pursuant to this Scheme, and any attempt to do so will have no effect and Isentia will be entitled to disregard any such disposal, purported disposal, agreement or other dealing.
- (c) For the purpose of determining entitlements to the Consideration, Isentia must maintain the Share Register in accordance with the provisions of this clause 7.2 until the Consideration has been paid to the Scheme Shareholders. The Share Register in this form will solely determine entitlements to the Consideration.
- (d) All statements of holding for Isentia Shares (other than statements of holding in favour of Bidder or any Excluded Shareholders) will cease to have effect after the Scheme Record Date as documents of title in respect of those shares and, as from that date, each entry current at that date on the Share Register (other than entries in respect of Bidder or any Excluded Shareholders) will cease to have effect except as evidence of entitlement to the Consideration in respect of the Isentia Shares relating to that entry.
- (e) As soon as possible after the Scheme Record Date, and in any event within one Business Day after the Scheme Record Date, Isentia will ensure that details of the names, Registered Addresses and holdings of Isentia Shares for each Scheme Shareholder as shown in the Share Register as at the Scheme Record Date are made available to Bidder in the form Bidder reasonably requires.

- (f) Without limiting Isentia's obligations under clause 7.2(e), Isentia must provide, or procure the provision, to Bidder, such other information as Bidder may reasonably require in connection with the provision of the Consideration to the Scheme Shareholders in accordance with this Scheme.
-

8 Quotation of Isentia Shares

- (a) Provided that the Scheme has been fully implemented in accordance with its terms, Isentia will apply to ASX to suspend trading in Isentia Shares with effect from the close of trading on the Effective Date.
 - (b) Isentia will apply:
 - (i) for termination of the official quotation of Isentia Shares on the ASX; and
 - (ii) to have itself removed from the official list of ASX,in each case with effect on and from the close of trading on the trading day immediately following, or shortly after, the Implementation Date.
 - (c) Isentia must use its best endeavours ensure that such termination of official quotation and removal from the official list of ASX does not occur before the Implementation Date.
-

9 General Scheme provisions

9.1 Consent to amendments to this Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions:

- (a) Isentia may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which Bidder has consented in writing; and
- (b) each Scheme Shareholder agrees to any such alterations or conditions which counsel for Isentia has consented to in accordance with clause 9.1(a).

9.2 Scheme Shareholders' agreements and warranties

- (a) Each Scheme Shareholder:
 - (i) agrees to the transfer of their Scheme Shares to Bidder together with all rights and entitlements attaching to those shares in accordance with this Scheme;
 - (ii) agrees to the variation, cancellation or modification of the rights attached to their Scheme Shares constituted by or resulting from this Scheme;
 - (iii) agrees:
 - (A) that after the transfer of the Scheme Shares to Bidder, any holding statement or share certificate relating to the Scheme Shares will not constitute evidence of title to those Scheme Shares; and
 - (B) at the direction of Bidder, to destroy any holding statements or share certificates relating to the Scheme Shares;

- (iv) who holds their Scheme Shares in a CHESS Holding agrees to the conversion of those Scheme Shares to an Issuer Sponsored Holding and irrevocably authorises Isentia to do anything necessary or expedient (whether required by the Settlement Rules or otherwise) to effect or facilitate such conversion; and
 - (v) acknowledges and agrees that this Scheme binds Isentia and all Scheme Shareholders (including those who did not attend the Scheme Meeting and those who did not vote, or voted against this Scheme, at the Scheme Meeting).
- (b) Each Scheme Shareholder is taken to have warranted to Bidder on the Implementation Date, and appointed and authorised Isentia as its attorney and agent to warrant to Bidder on the Implementation Date, that:
- (i) all their Scheme Shares (including any rights and entitlements attaching to their Scheme Shares) which are transferred under this Scheme will, at the time of transfer of them to Bidder, be fully paid and free from all:
 - (A) mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Properties Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise; and
 - (B) restrictions on transfer of any kind; and
 - (ii) they have full power and capacity to transfer their Scheme Shares to Bidder together with any rights attaching to those Scheme Shares; and
 - (iii) except as otherwise provided for or contemplated in the Scheme Implementation Deed, they have no existing right to be issued any Isentia Shares, options or performance rights exercisable into Isentia Shares, or any other Isentia securities.
- (c) Isentia undertakes that it will provide the warranties in 9.2(b) to Bidder as agent and attorney for each Scheme Shareholder.

9.3 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme will, at the time of transfer of them to Bidder, vest in Bidder free from all:
 - (i) mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Properties Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise; and
 - (ii) restrictions on transfer of any kind.
- (b) Upon the Scheme becoming Effective, Bidder will be beneficially entitled to the Scheme Shares to be transferred to it under this Scheme pending registration by Isentia of Bidder in the Share Register as the holder of the Scheme Shares. Bidder's entitlement to be registered in the Share Register as the holder of the Scheme Shares arises on the Implementation Date in accordance with clause 5.2.

9.4 Appointment of sole proxy

Upon the Scheme becoming Effective and until Isentia registers Bidder as the holder of all Scheme Shares in the Share Register:

- (a) each Scheme Shareholder is deemed to have irrevocably appointed Bidder as attorney and agent (and directed Bidder in each such capacity) to appoint any director, officer, secretary or agent nominated by Bidder as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution whether in person, by proxy or by corporate representative;
- (b) no Scheme Shareholder may, and undertakes to Bidder to not, itself attend or vote at any shareholders' meetings or sign any shareholders' resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 9.4(a));
- (c) each Scheme Shareholder must take all other actions in the capacity of a registered holder of Scheme Shares as Bidder reasonably directs; and
- (d) each Scheme Shareholder acknowledges and agrees that in exercising the powers conferred by clause 9.4(a), Bidder and any director, officer, secretary or agent nominated by Bidder under that clause may act in the best interests of Bidder as the intended registered holder of the Scheme Shares.

9.5 Authority given to Isentia

On the Effective Date, each Scheme Shareholder, without the need for any further act, irrevocably appoints Isentia and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of:

- (a) enforcing the Deed Poll against Bidder; and
- (b) executing any document, or doing or taking any other act, necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including executing the Scheme Transfer,

and Isentia accepts such appointment. Isentia, as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 9.5 to all or any of its directors, officers or employees (jointly, severally or jointly and severally).

9.6 Binding effect of this Scheme

This Scheme binds Isentia and all of the Scheme Shareholders (including those who did not attend the Scheme Meeting and those who did not vote, or voted against this Scheme, at the Scheme Meeting) and, to the extent of any inconsistency, overrides the constitution of Isentia.

10 General

10.1 Stamp duty

Bidder will:

- (a) pay all stamp duty (if any) and any related fines and penalties payable on or in respect of the transfer by the Scheme Shareholders of the Scheme Shares to Bidder pursuant to this Scheme or the Deed Poll; and
- (b) indemnify each Scheme Shareholder against any liability incurred by the Scheme Shareholder arising from failure to comply with clause 10.1(a).

10.2 Consent

Each Scheme Shareholder consents to Isentia and Bidder doing all things necessary or incidental to give full effect to the implementation of this Scheme and the transactions contemplated by it.

10.3 Enforcement of Deed Poll

Isentia undertakes in favour of each Scheme Shareholder to enforce the Deed Poll against Bidder on behalf of and as agent and attorney for the Scheme Shareholder.

10.4 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Isentia, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Isentia's registered office or at the office of the Share Registry.
- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such notice by an Isentia Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

10.5 Governing law and jurisdiction

- (a) This Scheme is governed by the laws in force in New South Wales.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts competent to determine appeals from those courts in respect of any proceedings arising out of or in connection with this Scheme. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.
- (c) The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

10.6 Further action

Isentia must do all things and execute all documents (whether on its own behalf or on behalf of each Scheme Shareholder) necessary to give full effect to this Scheme and the transactions contemplated by it.

10.7 No liability when acting in good faith

None of Isentia, Bidder, Bidder Sub, or any of their respective representatives (including any director, officer, secretary or employee of any of Isentia, Bidder or Bidder Sub), will be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.

Schedule 1 — Dictionary

1 Dictionary

Accrued Interest has the meaning given in clause 6.2(a).

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ABN 98 008 624 691 or, as the context requires, the financial market operated by it known as the “Australian Securities Exchange”.

Bidder means Access Intelligence plc (company registration number 04799195) of The Johnson Building, 79 Hatton Garden, London EC1N 8AW.

Bidder Group means Bidder and its Subsidiaries.

Bidder Sub has the meaning given to that term in clause 3(a).

Business Day means a day that is not a Saturday, Sunday or a public holiday or bank holiday in Sydney, New South Wales.

CHESS means the Clearing House Electronic Subregister System operated by ASX Settlement Pty Limited and ASX Clear Pty Limited.

CHESS Holding has the meaning given in the Settlement Rules.

Consideration means, in respect of each Scheme Share, A\$0.175.

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

Court means the Federal Court of Australia or such other court of competent jurisdiction under the Corporations Act agreed to in writing by Isentia and Bidder.

Deed Poll means the deed poll dated *[insert]* 2021 under which Bidder covenants in favour of Scheme Shareholders to provide the Consideration in accordance with the terms of this Scheme.

Delivery Time means, in relation to the Second Court Date, 2 hours before the commencement of the hearing or if the commencement of the hearing is adjourned, the commencement of the adjourned hearing, of the court to approve the Scheme in accordance with section 411(4)(b) of the Corporations Act.

Effective means the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to this Scheme.

Effective Date means the date on which this Scheme becomes Effective.

End Date means the later of:

- (a) the date that is 6 months from the date of the Scheme Implementation Deed; or
- (b) such other date and time agreed in writing between Bidder and Isentia.

Excluded Shareholder means any Isentia Shareholder who is a member of the Bidder Group or any Isentia Shareholder who holds any Isentia Shares on behalf, or for the benefit of, any member of the Bidder Group and does not hold Isentia Shares on behalf of, or for the benefit of, any other person.

First Court Date means the date the Court first hears the application to order the convening of the Scheme Meeting under section 411(1) of the Corporations Act.

Government Agency means any government or representative of a government or any governmental, semi-governmental, administrative, fiscal, regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity and includes any minister, AIM, ASIC, ASX and any regulatory organisation established under statute or any stock exchange.

Implementation Date means the fifth Business Day after the Scheme Record Date or such other Business Day as the parties agree.

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

Isentia Shareholder means a holder of one or more Isentia Shares, as shown in the Share Register.

Issuer Sponsored Holding has the meaning given in the Settlement Rules.

Listing Rules means the official listing rules of ASX.

Registered Address means, in relation to an Isentia Shareholder, the address shown in the Share Register as at the Scheme Record Date.

Scheme means this scheme of arrangement subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed to by Bidder and Isentia.

Scheme Implementation Deed means the scheme implementation deed dated *[insert]* 2021 (as amended from time to time) between Bidder and Isentia relating to (among other things) the implementation of this Scheme.

Scheme Meeting means the meeting of Isentia Shareholders (other than Excluded Shareholders) ordered by the Court to be convened under section 411(1) of the Corporations Act.

Scheme Record Date means 5:00pm on the third Business Day after the Effective Date of the Scheme or such other date after the Effective Date as Bidder and Isentia agree in writing.

Scheme Share means an Isentia Share held by a Scheme Shareholder as at the Scheme Record Date.

Scheme Shareholder means an Isentia Shareholder (other than Excluded Shareholders) as at the Scheme Record Date.

Scheme Transfer means one or more proper instruments of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, which may be or include a master transfer of all or part of the Scheme Shares.

Second Court Date means the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving this Scheme is heard (or,

if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard), with such hearing being the **Second Court Hearing**.

Settlement Rules means the ASX Settlement Operating Rules, being the official operating rules of the settlement facility provided by ASX Settlement Pty Ltd.

Share Register means the register of Isentia Shareholders maintained in accordance with the Corporations Act.

Share Registry means Link Market Services Limited ABN 54 083 214 537.

Subsidiary has the meaning given to that term in section 46 of the Corporations Act.

Trust Account means an Australian dollar denominated trust account with an Authorised Deposit-taking Institution (as defined by the *Banking Act 1959* (Cth)) which attracts interest at a commercial rate and is operated by Isentia as trustee for the Scheme Shareholders, details of which Isentia must notify to Bidder no later than 10 Business Days before the Implementation Date. To avoid doubt, any Accrued Interest on funds in the Trust Account will not be held by Isentia on trust for the Scheme Shareholders but rather will be held by Isentia on trust for Bidder.

2 Interpretation

In this Scheme, the following rules of interpretation apply unless the contrary intention appears.

- (a) Headings are for convenience only and do not affect the interpretation of this Scheme.
- (b) The singular includes the plural and vice versa.
- (c) Words that are gender neutral or gender specific include each gender.
- (d) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- (e) The words “include”, “including” and similar expressions are not words of limitation and do not limit what else might be included.
- (f) A reference to:
 - (i) a person includes a natural person, estate of a natural person, partnership, joint venture, government agency, association, corporation or other body corporate or entity (as that term is defined in section 64A of the Corporations Act);
 - (ii) a thing (including a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or a party, schedule or attachment to, this Scheme (as applicable);

- (vi) this Scheme includes all schedules to it;
- (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a Listing Rule and is a reference to that law as amended, consolidated or replaced;
- (viii) an agreement (other than this Scheme) includes an undertaking or legally enforceable arrangement or understanding (whether or not in writing);
- (ix) a time period includes the date referred to as that on which the period begins and the date referred to as that on which the period ends;
- (x) a monetary amount is in Australian dollars; and
- (xi) time is to Sydney, Australia time, unless otherwise indicated.

Schedule 4 Deed Poll

Deed poll

Access Intelligence plc

In favour of each person registered as a holder of fully paid ordinary shares in Isentia as at the Scheme Record Date (other than Excluded Shareholders)

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Parties

- 1 Access Intelligence plc (company registration number 04799195) of The Johnson Building, 79 Hatton Garden, London EC1N 8AW (**Bidder**)
 - 2 In favour of each person registered as a holder of fully paid ordinary shares in Isentia Group Limited (ACN 167 541 568) of Level 3, 219-241 Cleveland Street, Strawberry Hills NSW 2012 (**Isentia**) as at the Scheme Record Date other than Excluded Shareholders (**Scheme Shareholders**)
-

Background

- A Bidder and Isentia have entered into the Scheme Implementation Deed, under which Bidder is to pay the Consideration and acquire all Scheme Shares held by Scheme Shareholders under the Scheme, and also under which Bidder has agreed to enter into this deed poll.
- B Bidder is entering into this deed poll for the purpose of covenanting in favour of the Scheme Shareholders to procure and undertake the actions attributed to Bidder under the Scheme.

This deed poll provides

1 Defined terms and interpretation

1.1 Defined terms

Unless the context otherwise requires, terms defined in the Scheme have the same meaning when used in this deed poll.

1.2 Interpretation

Clause 2 of Schedule 1 to the Scheme applies to the interpretation of this deed poll, except that references to 'Scheme' are to be read as references to 'deed poll'.

1.3 Nature of deed poll

Bidder acknowledges and agrees that:

- (a) this deed poll may be relied on and enforced by any Scheme Shareholder in accordance with its terms even though the Scheme Shareholders are not party to it; and
 - (b) under the Scheme, each Scheme Shareholder irrevocably appoints Isentia and each of its directors, officers and secretaries (jointly and each of them severally) as its agent and attorney to enforce this deed poll against Bidder.
-

2 Bidder Sub

- (a) Bidder may nominate any wholly owned Subsidiary of Bidder (**Bidder Sub**) to acquire the Scheme Shares under the Scheme by giving written notice to Isentia on before the date that is 5 Business Days before the First Court Date (**Sub Notification**).

- (b) If Bidder nominates a Bidder Sub to acquire the Scheme Shares under the Scheme, then:
 - (i) references in this deed poll to Bidder acquiring the Scheme Shares under the Scheme, or taking any other action under or in respect of the Scheme, are to be read as references to the Bidder Sub doing so;
 - (ii) Bidder must procure that Bidder Sub complies with its obligations under this deed poll; and
 - (iii) despite paragraphs 2(b)(i) and 2(b)(ii), Bidder will continue to be bound by all of the obligations of Bidder under this deed poll and will not be released from any obligations or liabilities under this deed poll following the Sub Notification. However, Isentia agrees that Bidder will not be in breach of this deed poll for failing to discharge an obligation of Bidder under this deed poll if the Bidder Sub fully discharges that obligation.
-

3 Conditions

3.1 Conditions

The obligations of Bidder under this deed poll are subject to the Scheme becoming Effective.

3.2 Termination

The obligations of Bidder under this deed poll will automatically terminate and the terms of this deed poll will be of no further force or effect if:

- (a) the Scheme Implementation Deed is terminated in accordance with its terms; or
- (b) the Scheme does not become Effective by the End Date.

3.3 Consequences of termination

If this deed poll is terminated under clause 3.2, in addition and without prejudice to any other available rights, powers or remedies:

- (a) Bidder is released from its obligations to further perform this deed poll; and
 - (b) each Scheme Shareholder retains the rights they have against Bidder in respect of any breach of this deed poll which occurs before it was terminated.
-

4 Scheme obligations

Subject to clause 3, Bidder undertakes in favour of each Scheme Shareholder to:

- (a) deposit (or procure the deposit of) the aggregate amount of the Consideration for all Scheme Shares in cleared funds into the Trust Account by no later than the Business Day before the Implementation Date (provided that any interest on the amounts so deposited (less bank fees and other charges) will accrue for the benefit of Bidder); and
- (b) undertake all other actions attributed to it under the Scheme,

in each case subject to and in accordance with the terms of the Scheme.

5 Warranties

Bidder represents and warrants that:

- (a) it is a corporation validly existing under the laws of its place of incorporation;
 - (b) it has the corporate power to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;
 - (c) it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance by it of this deed poll;
 - (d) this deed poll is valid and binding on it and is enforceable against it in accordance with its terms; and
 - (e) this deed poll does not conflict with, or result in the breach of or default under, any provision of its constitution, or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or subject or by which it is bound.
-

6 Continuing obligations

This deed poll is irrevocable and, subject to clause 3, remains in full force and effect until:

- (a) Bidder has fully performed its obligations under this deed poll; or
 - (b) the earlier termination of this deed poll under clause 3.2.
-

7 Further assurances

Bidder will, at its own expense, do all things reasonably required of it and execute all documents reasonably necessary to give full effect to this deed poll and the transactions contemplated by it.

8 General

8.1 Stamp duty

Bidder must:

- (a) pay or procure the payment of all stamp duty (if any) and any related fines and penalties payable on or in respect of the transfer by the Scheme Shareholders of the Scheme Shares to Bidder pursuant to the Scheme or this deed poll; and
- (b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 8.1(a).

8.2 Notices

- (a) Any notice or other communication to Bidder in connection with this deed poll must be:

- (i) in legible writing in English;
- (ii) signed by the person making the communication or that person's duly authorised agent; and
- (iii) given by hand delivery, express post or email in accordance with the details set out below:

Bidder

Attention: Joanna Arnold / Mark Fautley

Address: The Johnson Building, 79 Hatton Garden, London EC1N 8AW

Email: joanna.arnold@accessintelligence.com /
Mark.Fautley@accessintelligence.com

with a copy (for information purposes only) to Herbert Smith Freehills:

Address: Level 33, ANZ Tower, 161 Castlereagh Street, Sydney NSW 2000 Australia

E-mail: Tony.Damian@hsf.com / Cameron.Sivwright@hsf.com

Attn: Tony Damian / Cameron Sivwright

- (b) Subject to clause 8.2(c), any notice or other communication given in accordance with clause 8.2(a) takes effect when received (or at a later time specified in it), and is taken to be received:
 - (i) if delivered by hand to the nominated address, on delivery;
 - (ii) if sent by express post to the nominated address, at 9.00am (addressee's time) the fifth UK Business Day (as defined in the Scheme Implementation Deed) after the date of posting; or
 - (iii) if sent by email to the nominated address, the earlier of:
 - (A) when the recipient's email server generates a message to the sender confirming that the email has been delivered to that server ("delivery receipt"), or at the time that the recipient "read" the email as stated in an automated message received by the sender ("read receipt");
 - (B) the time that the recipient confirms receipt of the email by reply email to the sender; and
 - (C) four hours after the time the email is sent (as recorded on the device from which the sender sent the email), unless the sender receives, within that four hour period, an automated message that the email has not been delivered.
- (c) If the delivery or transmission under clause 8.2(b)(i) or 8.2(b)(iii) is not on a UK Business Day (as defined in the Scheme Implementation Deed) or is outside the period between 9.00am and after 5.00pm (addressee's time) on a UK Business Day (as defined in the Scheme Implementation Deed), the Notice is taken to be

given and received at 9.00am (addressee's time) on the UK Business Day (as defined in the Scheme Implementation Deed) after that delivery, receipt or transmission.

8.3 Cumulative rights

The rights, powers and remedies of Bidder and the Scheme Shareholders under this deed poll are cumulative with and do not exclude the rights, powers or remedies provided by law independently of this deed poll.

8.4 Waiver and variation

- (a) A party waives a right under this deed poll only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.
- (b) Failure to exercise or enforce, a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this deed poll by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed poll.
- (c) A provision of this deed poll may not be varied unless:
 - (i) if before the First Court Date, the variation is agreed to by Isentia in writing; or
 - (ii) if on or after the First Court Date, the variation is agreed to by Isentia in writing and the Court indicates that the variation would not of itself preclude approval by the Court of the Scheme,

in which event Bidder must enter into a further deed poll in favour of the Scheme Shareholders giving effect to the variation.

8.5 Governing law and jurisdiction

- (a) This deed poll is governed by the laws in force in New South Wales.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts competent to determine appeals from those courts in respect of any proceedings arising out of or in connection with this deed poll. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

8.6 Assignment

- (a) The rights created by this deed poll are personal to Bidder and each Scheme Shareholder and must not be dealt with at law or in equity without the prior written consent of Bidder.
- (b) Any purported dealing in contravention of clause 8.6(a) is invalid.

8.7 Counterparts

This deed poll may be executed in counterparts, all of which taken together constitute one document.

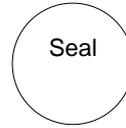
8.8 Further action

Bidder must, at its own expense, do all things and execute all documents necessary to give full effect to this deed poll and the transactions contemplated by it.

Execution page

Executed as a deed poll.

Signed sealed and delivered by **Access Intelligence plc** in the presence of:



Signature of director

Signature of witness

Name of director (print)

Name of witness (print)

Schedule 5 Isentia Incentive Rights

Tranche	Vesting Date	No. Isentia Incentive Rights on issue
FY20 Deferred Equity Rights – Tranche 1	1 July 2021	534,343
FY20 Deferred Equity Rights – Tranche 2	1 July 2022	534,339
FY20 Long Term Performance Rights	1 July 2023	6,181,320
FY19 Deferred Equity Rights	1 July 2021	299,416
FY19 Long Term Performance Rights	1 July 2021	3,167,809
Total		10,717,227

Execution page

Executed as a deed.

Signed, sealed and delivered by **Isentia Group Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

EDUARDO HARRISON

Name of director (print)

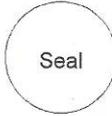


Signature of ~~director~~/secretary

JACQUELINE SHAWAHAT

Name of ~~director~~/secretary (print)

Signed, sealed and delivered by **Access Intelligence plc** in the presence of:



Signature of director



Signature of witness

MARK FAUTLEY

Name of director (print)

ELLIOTT JOSEPH

Name of witness (print)

**Attachment C Scheme of Arrangement made under section 411
of the Corporations Act**

Scheme of arrangement

Isentia Group Limited

Each person registered as a holder of fully paid ordinary shares in Isentia as at the Scheme Record Date (other than Excluded Shareholders)

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Parties

- 1 Isentia Group Limited (ACN 167 541 568) of Level 3, 219-241 Cleveland Street, Strawberry Hills NSW 2012 (**Isentia**)
- 2 Each person registered as a holder of fully paid ordinary shares in Isentia as at the Scheme Record Date other than Excluded Shareholders (**Scheme Shareholders**)

The parties agree

1 Defined terms and interpretation

1.1 Defined terms

A term or expression starting with a capital letter which is defined in the dictionary in Schedule 1 has the meaning given to it in the dictionary.

1.2 Interpretation

The interpretation clause in Schedule 1 sets out rules of interpretation for this Scheme.

2 Preliminary matters

- (a) Isentia is an Australian public company limited by shares, and has been admitted to the official list of ASX. Isentia Shares are quoted for trading on the ASX.
- (b) As at 12 July 2021, there were 200,000,001 Isentia Shares that are quoted for trading on the ASX.
- (c) Bidder is a public company limited by shares listed on AIM (a market operated by London Stock Exchange plc).
- (d) If this Scheme becomes Effective:
 - (i) Bidder must provide or procure the provision of the Consideration to Scheme Shareholders in accordance with this Scheme and the Deed Poll; and
 - (ii) all the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, will be transferred to Bidder and Isentia will enter the name of Bidder in the Share Register in respect of all the Scheme Shares.
- (e) Bidder and Isentia have entered into the Scheme Implementation Deed in respect of (among other things) the implementation of this Scheme.
- (f) This Scheme attributes actions to Bidder but does not itself impose any obligations on it to perform those actions. By executing the Deed Poll, Bidder has agreed to perform the actions attributed to it under this Scheme. By executing the Deed Poll, Bidder agrees to perform its obligations under the Deed Poll, including payment of the Consideration in accordance with the terms of this Scheme.

3 Bidder Sub

- (a) Bidder may nominate any wholly owned Subsidiary of Bidder (**Bidder Sub**) to acquire the Scheme Shares under this Scheme by giving written notice to Isentia on before the date that is 5 Business Days before the First Court Date (**Sub Notification**).
- (b) If Bidder nominates a Bidder Sub to acquire the Scheme Shares under this Scheme, then:
 - (i) references in this Scheme to Bidder acquiring the Scheme Shares under this Scheme, or taking any other action under or in respect of this Scheme, are to be read as references to the Bidder Sub doing so;
 - (ii) Bidder must procure that Bidder Sub complies with its obligations under this Scheme; and
 - (iii) despite paragraphs 3(b)(i) and 3(b)(ii), Bidder will continue to be bound by all of the obligations of Bidder under this Scheme and will not be released from any obligations or liabilities under this Scheme following the Sub Notification. However, Isentia agrees that Bidder will not be in breach of this Scheme for failing to discharge an obligation of Bidder under this Scheme if the Bidder Sub fully discharges that obligation.

4 Conditions

4.1 Conditions precedent

This Scheme is conditional on and will not become Effective until and unless the following conditions precedent are satisfied:

- (a) all the conditions in clause 3.1 of the Scheme Implementation Deed (other than the condition in clause 3.1(e) of the Scheme Implementation Deed relating to Court approval of this Scheme) are satisfied or waived in accordance with the terms of the Scheme Implementation Deed by the Delivery Time;
- (b) neither the Scheme Implementation Deed nor the Deed Poll is terminated in accordance with its terms by the Delivery Time;
- (c) this Scheme is approved by the Court at the Second Court Hearing under section 411(4)(b) of the Corporations Act, including with any alterations made or required by the Court under section 411(6) of the Corporations Act as are acceptable to Isentia and Bidder;
- (d) such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to this Scheme as are acceptable to Isentia and Bidder are satisfied or waived (each acting reasonably); and
- (e) the order of the Court made under section 411(4)(b) of the Corporations Act approving this Scheme comes into effect pursuant to section 411(10) of the Corporations Act on or before the End Date (or any later date Isentia and Bidder agree in writing).

4.2 Conditions precedent and operation of clause 4

The satisfaction of each condition of clause 4.1 of this Scheme is a condition precedent to the operation of clause 5 of this Scheme.

4.3 Certificates

- (a) Isentia and Bidder will provide a joint certificate to the Court at the Second Court Hearing confirming (in respect of matters within their respective knowledge) whether or not the conditions precedent in clauses 4.1(a) and 4.1(b) above have been satisfied or waived as at the Delivery Time.
- (b) The joint certificate given by Isentia and Bidder constitutes conclusive evidence that the conditions precedent in clauses 4.1(a) and 4.1(b) above have been satisfied or waived as at the Delivery Time.

4.4 Termination and End Date

Without limiting any rights under the Scheme Implementation Deed, if:

- (a) the Scheme Implementation Deed or the Deed Poll is terminated in accordance with its terms before the Scheme becomes Effective; or
- (b) the Effective Date has not occurred on or before the End Date,

then the Scheme will lapse and each of Bidder and Isentia are released from any further obligation to take steps to implement the Scheme (unless Isentia and Bidder otherwise agree in writing).

5 Implementation of this Scheme

5.1 Lodgement of Court orders with ASIC

For the purposes of section 411(10) of the Corporations Act, Isentia must lodge with ASIC an office copy of the order made by the Court under section 411(4)(b) of the Corporations Act approving this Scheme before 5:00pm on the Business Day following the day on which such office copy is received by Isentia or such later date as Isentia and Bidder agree in writing.

5.2 Transfer of Scheme Shares

On the Implementation Date:

- (a) subject to the provision of the Consideration in the manner contemplated by clause 6.2(a), the Scheme Shares, together with all rights and entitlements attaching to them as at the Implementation Date, must be transferred to Bidder, without the need for any further act by any Scheme Shareholder (other than acts performed by Isentia as attorney and agent for Scheme Shareholders under clause 9.5), by:
 - (i) Isentia duly completing and executing the Scheme Transfer, duly executed on behalf of the Scheme Shareholders (as transferors), and delivering it to Bidder; and
 - (ii) Bidder duly executing the Scheme Transfer (as transferee), attending to the stamping of the Scheme Transfer (if required) and delivering it to Isentia for registration; and

- (b) immediately following receipt of the Scheme Transfer in accordance with clause 5.2(a), Isentia must enter, or procure the entry of, the name of Bidder in the Share Register as the registered holder in respect of all the Scheme Shares transferred to Bidder in accordance with this Scheme.

6 Consideration

6.1 Entitlement to Consideration

Subject to the terms of this Scheme, each Scheme Shareholder will be entitled to A\$0.175 for each Scheme Share.

6.2 Provision of Consideration

- (a) In consideration for the transfer to Bidder of the Scheme Shares, Bidder will provide the Consideration by depositing (or procuring the deposit) in cleared funds an amount equal to the aggregate amount of the Consideration for all Scheme Shares into the Trust Account by no later than the Business Day before the Implementation Date, such amount to be held by Isentia on trust for Scheme Shareholders (provided that any interest on the amount so deposited (less bank fees and other charges) (**Accrued Interest**) will accrue for the benefit of Bidder). The obligation of the Bidder to pay or otherwise provide the Consideration to Scheme Shareholders under this Scheme will be satisfied by the Bidder complying with its obligations under this clause 6.2(a).
- (b) Subject to Bidder having complied with clause 6.2(a), Isentia must, on the Implementation Date and from the Trust Account, pay to each Scheme Shareholder the Consideration attributable to that Scheme Shareholder based on the number of Scheme Shares held by that Scheme Shareholder as at the Scheme Record Date, which obligation will be satisfied by Isentia:
 - (i) where a Scheme Shareholder has, before the Scheme Record Date, made an election in accordance with the requirements of the Share Registry to receive dividend payments from Isentia by electronic funds transfer to a bank account nominated by the Scheme Shareholder, paying, or procuring the payment of, the relevant amount in Australian currency by electronic means in accordance with that election; or
 - (ii) whether or not a Scheme Shareholder has made an election referred to in clause 6.2(b)(i), dispatching, or procuring the dispatch of, a cheque in Australian currency for the relevant amount to the Scheme Shareholder by prepaid post to their Registered Address, such cheque being drawn in the name of the Scheme Shareholder (or in the case of joint holders, in accordance with clause 6.3).
- (c) In the event that:
 - (i) either:
 - (A) a Scheme Shareholder does not have a Registered Address; or
 - (B) Isentia as the trustee for the Scheme Shareholders believes that a Scheme Shareholder is not known at the Scheme Shareholder's Registered Address,

and no account has been notified in accordance with clause 6.2(b)(i) or a deposit into such an account is rejected or refunded; or

- (ii) a cheque issued under this clause 6 has been cancelled in accordance with clause 6.5(a),

Isentia as the trustee for the Scheme Shareholders may credit the amount payable to the relevant Scheme Shareholder to a separate bank account of Isentia (**Separate Account**) to be held until the Scheme Shareholder claims the amount or the amount is dealt with in accordance with the *Unclaimed Money Act 1995* (NSW). To avoid doubt, if the amount is not credited to a Separate Account, the amount will continue to be held in the Trust Account until the Scheme Shareholder claims the amount or the amount is dealt with in accordance with the *Unclaimed Money Act 1995* (NSW).

Until such time as the amount is dealt with in accordance with the *Unclaimed Money Act 1995* (NSW), Isentia must hold the amount on trust for the relevant Scheme Shareholder, but any interest or other benefit accruing from the amount will be to the benefit of Bidder. An amount credited to the Separate Account or Trust Account (as applicable) is to be treated as having been paid to the Scheme Shareholder when credited to the Separate Account or Trust Account (as applicable). Isentia must maintain records of the amounts paid, the people who are entitled to the amounts and any transfers of the amounts.

- (d) To the extent that there is a surplus in the amount held by Isentia as the trustee for the Scheme Shareholders in the Trust Account, that surplus must be paid by Isentia as the trustee for the Scheme Shareholders to Bidder following the satisfaction of Isentia's obligations as the trustee for the Scheme Shareholders under this clause 6.2.
- (e) Isentia must pay any Accrued Interest to any account nominated by Bidder following satisfaction of Isentia's obligations under clause 6.2(b) (and, in any event, on the Implementation Date).
- (f) If, following the satisfaction of Bidder's obligations under clause 6.2(a) but prior to the occurrence of all of the events described in clause 5.2, the Scheme lapses under clause 4.4(b):
 - (i) Isentia must immediately repay (or cause to be repaid) to or at the direction of Bidder the funds that were deposited into the trust account plus any interest on the amounts deposited (less bank fees and other charges);
 - (ii) the obligation to transfer Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, to Bidder under clause 5.2(a) will immediately cease;
 - (iii) Bidder must return the Scheme Transfer, if provided pursuant to clause 5.2(a)(i); and
 - (iv) Isentia is no longer obliged to enter, or procure entry of, the name of Bidder in the Share Register in respect of all the Scheme Shares transferred to Bidder in accordance with clause 5.2(b).

6.3 Joint holders

In the case of Scheme Shares held in joint names:

- (a) any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to the holder whose name appears first in the Share Register as at the Scheme Record Date; and
- (b) any other document required to be sent under this Scheme will be forwarded to the holder whose name appears first in the Share Register as at the Scheme Record Date.

6.4 Fractional entitlement

Where the calculation of the Consideration to be issued to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a cent, the fractional entitlement will be rounded down to the nearest whole cent.

6.5 Cancellation and re-issue of cheques

- (a) Isentia may cancel a cheque issued under this clause 6 if the cheque:
 - (i) is returned to Isentia; or
 - (ii) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of one year commencing on the Implementation Date, on request in writing from a Scheme Shareholder to Isentia (or the Share Registry) (which request may not be made until the date which is 5 Business Days after the Implementation Date), a cheque that was previously cancelled under clause 6.5(a) must be reissued.

6.6 Unclaimed monies

- (a) The *Unclaimed Money Act 1995 (NSW)* will apply in relation to any Consideration which becomes 'unclaimed money' (as defined in section 7 of the *Unclaimed Money Act 1995 (NSW)*).
- (b) Any interest or other benefit accruing from unclaimed Consideration will be to the benefit of Bidder.

6.7 Orders of a court

If written notice is given to Isentia (or the Share Registry) of an order or direction made by a court of competent jurisdiction or by another Government Agency that:

- (a) requires payment to a third party of a sum in respect of Scheme Shares held by a particular Scheme Shareholder, which sum would otherwise be payable to that Scheme Shareholder by Isentia in accordance with this clause 6, then Isentia will be entitled to make that payment (or procure that it is made) in accordance with that order or direction; or
- (b) prevents Isentia from making a payment to a particular Scheme Shareholder in accordance with clause 6.2(b), or such payment is otherwise prohibited by applicable law, Isentia will be entitled to retain an amount, in Australian dollars, equal to the amount of the relevant payment until such time as payment in accordance with this clause 6.7 is permitted by that order or otherwise by law.

7 Dealings in Isentia Shares

7.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in Isentia Shares or other alterations to the Share Register will only be recognised if:

- (a) in the case of dealings of the type to be effected using CHES, the transferee is registered in the Share Register as the holder of the relevant Isentia Shares at or before the Scheme Record Date; and
- (b) in all other cases, registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received at or before the Scheme Record Date at the place where the Share Register is kept,

and Isentia must not accept for registration, nor recognise for any purpose (except a transfer to Bidder pursuant to this Scheme and any subsequent transfer by Bidder or its successors in title), any transfer or transmission application or other request received on or after the Scheme Record Date, or received prior to the Scheme Record Date but not in registrable or actionable form.

7.2 Share Register

- (a) Isentia must register registrable transmission applications or transfers of Isentia Shares in accordance with clause 7.1(b) at or before the Scheme Record Date, provided that nothing in this clause 7.2(a) requires Isentia to register a transfer that would result in an Isentia Shareholder holding a parcel of Isentia Shares that is less than a 'marketable parcel' (as defined in the operating rules of ASX).
- (b) If this Scheme becomes Effective, a Scheme Shareholder (and any person claiming through that holder) must not dispose of or otherwise deal with, or purport or agree to dispose of or otherwise deal with, any Scheme Shares or any interest in them after the Scheme Record Date otherwise than pursuant to this Scheme, and any attempt to do so will have no effect and Isentia will be entitled to disregard any such disposal, purported disposal, agreement or other dealing.
- (c) For the purpose of determining entitlements to the Consideration, Isentia must maintain the Share Register in accordance with the provisions of this clause 7.2 until the Consideration has been paid to the Scheme Shareholders. The Share Register in this form will solely determine entitlements to the Consideration.
- (d) All statements of holding for Isentia Shares (other than statements of holding in favour of Bidder or any Excluded Shareholders) will cease to have effect after the Scheme Record Date as documents of title in respect of those shares and, as from that date, each entry current at that date on the Share Register (other than entries in respect of Bidder or any Excluded Shareholders) will cease to have effect except as evidence of entitlement to the Consideration in respect of the Isentia Shares relating to that entry.
- (e) As soon as possible after the Scheme Record Date, and in any event within one Business Day after the Scheme Record Date, Isentia will ensure that details of the names, Registered Addresses and holdings of Isentia Shares for each Scheme Shareholder as shown in the Share Register as at the Scheme Record Date are made available to Bidder in the form Bidder reasonably requires.

- (f) Without limiting Isentia's obligations under clause 7.2(e), Isentia must provide, or procure the provision, to Bidder, such other information as Bidder may reasonably require in connection with the provision of the Consideration to the Scheme Shareholders in accordance with this Scheme.
-

8 Quotation of Isentia Shares

- (a) Provided that the Scheme has been fully implemented in accordance with its terms, Isentia will apply to ASX to suspend trading in Isentia Shares with effect from the close of trading on the Effective Date.
 - (b) Isentia will apply:
 - (i) for termination of the official quotation of Isentia Shares on the ASX; and
 - (ii) to have itself removed from the official list of ASX,in each case with effect on and from the close of trading on the trading day immediately following, or shortly after, the Implementation Date.
 - (c) Isentia must use its best endeavours ensure that such termination of official quotation and removal from the official list of ASX does not occur before the Implementation Date.
-

9 General Scheme provisions

9.1 Consent to amendments to this Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions:

- (a) Isentia may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which Bidder has consented in writing; and
- (b) each Scheme Shareholder agrees to any such alterations or conditions which counsel for Isentia has consented to in accordance with clause 9.1(a).

9.2 Scheme Shareholders' agreements and warranties

- (a) Each Scheme Shareholder:
 - (i) agrees to the transfer of their Scheme Shares to Bidder together with all rights and entitlements attaching to those shares in accordance with this Scheme;
 - (ii) agrees to the variation, cancellation or modification of the rights attached to their Scheme Shares constituted by or resulting from this Scheme;
 - (iii) agrees:
 - (A) that after the transfer of the Scheme Shares to Bidder, any holding statement or share certificate relating to the Scheme Shares will not constitute evidence of title to those Scheme Shares; and
 - (B) at the direction of Bidder, to destroy any holding statements or share certificates relating to the Scheme Shares;

- (iv) who holds their Scheme Shares in a CHESS Holding agrees to the conversion of those Scheme Shares to an Issuer Sponsored Holding and irrevocably authorises Isentia to do anything necessary or expedient (whether required by the Settlement Rules or otherwise) to effect or facilitate such conversion; and
 - (v) acknowledges and agrees that this Scheme binds Isentia and all Scheme Shareholders (including those who did not attend the Scheme Meeting and those who did not vote, or voted against this Scheme, at the Scheme Meeting).
- (b) Each Scheme Shareholder is taken to have warranted to Bidder on the Implementation Date, and appointed and authorised Isentia as its attorney and agent to warrant to Bidder on the Implementation Date, that:
- (i) all their Scheme Shares (including any rights and entitlements attaching to their Scheme Shares) which are transferred under this Scheme will, at the time of transfer of them to Bidder, be fully paid and free from all:
 - (A) mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Properties Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise; and
 - (B) restrictions on transfer of any kind; and
 - (ii) they have full power and capacity to transfer their Scheme Shares to Bidder together with any rights attaching to those Scheme Shares; and
 - (iii) except as otherwise provided for or contemplated in the Scheme Implementation Deed, they have no existing right to be issued any Isentia Shares, options or performance rights exercisable into Isentia Shares, or any other Isentia securities.
- (c) Isentia undertakes that it will provide the warranties in 9.2(b) to Bidder as agent and attorney for each Scheme Shareholder.

9.3 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme will, at the time of transfer of them to Bidder, vest in Bidder free from all:
 - (i) mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Properties Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise; and
 - (ii) restrictions on transfer of any kind.
- (b) Upon the Scheme becoming Effective, Bidder will be beneficially entitled to the Scheme Shares to be transferred to it under this Scheme pending registration by Isentia of Bidder in the Share Register as the holder of the Scheme Shares. Bidder's entitlement to be registered in the Share Register as the holder of the Scheme Shares arises on the Implementation Date in accordance with clause 5.2.

9.4 Appointment of sole proxy

Upon the Scheme becoming Effective and until Isentia registers Bidder as the holder of all Scheme Shares in the Share Register:

- (a) each Scheme Shareholder is deemed to have irrevocably appointed Bidder as attorney and agent (and directed Bidder in each such capacity) to appoint any director, officer, secretary or agent nominated by Bidder as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution whether in person, by proxy or by corporate representative;
- (b) no Scheme Shareholder may, and undertakes to Bidder to not, itself attend or vote at any shareholders' meetings or sign any shareholders' resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 9.4(a));
- (c) each Scheme Shareholder must take all other actions in the capacity of a registered holder of Scheme Shares as Bidder reasonably directs; and
- (d) each Scheme Shareholder acknowledges and agrees that in exercising the powers conferred by clause 9.4(a), Bidder and any director, officer, secretary or agent nominated by Bidder under that clause may act in the best interests of Bidder as the intended registered holder of the Scheme Shares.

9.5 Authority given to Isentia

On the Effective Date, each Scheme Shareholder, without the need for any further act, irrevocably appoints Isentia and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of:

- (a) enforcing the Deed Poll against Bidder; and
- (b) executing any document, or doing or taking any other act, necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including executing the Scheme Transfer,

and Isentia accepts such appointment. Isentia, as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 9.5 to all or any of its directors, officers or employees (jointly, severally or jointly and severally).

9.6 Binding effect of this Scheme

This Scheme binds Isentia and all of the Scheme Shareholders (including those who did not attend the Scheme Meeting and those who did not vote, or voted against this Scheme, at the Scheme Meeting) and, to the extent of any inconsistency, overrides the constitution of Isentia.

10 General

10.1 Stamp duty

Bidder will:

- (a) pay all stamp duty (if any) and any related fines and penalties payable on or in respect of the transfer by the Scheme Shareholders of the Scheme Shares to Bidder pursuant to this Scheme or the Deed Poll; and
- (b) indemnify each Scheme Shareholder against any liability incurred by the Scheme Shareholder arising from failure to comply with clause 10.1(a).

10.2 Consent

Each Scheme Shareholder consents to Isentia and Bidder doing all things necessary or incidental to give full effect to the implementation of this Scheme and the transactions contemplated by it.

10.3 Enforcement of Deed Poll

Isentia undertakes in favour of each Scheme Shareholder to enforce the Deed Poll against Bidder on behalf of and as agent and attorney for the Scheme Shareholder.

10.4 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Isentia, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Isentia's registered office or at the office of the Share Registry.
- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such notice by an Isentia Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

10.5 Governing law and jurisdiction

- (a) This Scheme is governed by the laws in force in New South Wales.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts competent to determine appeals from those courts in respect of any proceedings arising out of or in connection with this Scheme. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.
- (c) The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

10.6 Further action

Isentia must do all things and execute all documents (whether on its own behalf or on behalf of each Scheme Shareholder) necessary to give full effect to this Scheme and the transactions contemplated by it.

10.7 No liability when acting in good faith

None of Isentia, Bidder, Bidder Sub, or any of their respective representatives (including any director, officer, secretary or employee of any of Isentia, Bidder or Bidder Sub), will be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.

1 Dictionary

Accrued Interest has the meaning given in clause 6.2(a).

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ABN 98 008 624 691 or, as the context requires, the financial market operated by it known as the “Australian Securities Exchange”.

Bidder means Access Intelligence plc (company registration number 04799195) of The Johnson Building, 79 Hatton Garden, London EC1N 8AW.

Bidder Group means Bidder and its Subsidiaries.

Bidder Sub has the meaning given to that term in clause 3(a).

Business Day means a day that is not a Saturday, Sunday or a public holiday or bank holiday in Sydney, New South Wales.

CHESS means the Clearing House Electronic Subregister System operated by ASX Settlement Pty Limited and ASX Clear Pty Limited.

CHESS Holding has the meaning given in the Settlement Rules.

Consideration means, in respect of each Scheme Share, A\$0.175.

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

Court means the Federal Court of Australia or such other court of competent jurisdiction under the Corporations Act agreed to in writing by Isentia and Bidder.

Deed Poll means the deed poll dated 13 July 2021 under which Bidder covenants in favour of Scheme Shareholders to provide the Consideration in accordance with the terms of this Scheme.

Delivery Time means, in relation to the Second Court Date, 2 hours before the commencement of the hearing or if the commencement of the hearing is adjourned, the commencement of the adjourned hearing, of the court to approve the Scheme in accordance with section 411(4)(b) of the Corporations Act.

Effective means the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to this Scheme.

Effective Date means the date on which this Scheme becomes Effective.

End Date means the later of:

- (a) the date that is 6 months from the date of the Scheme Implementation Deed; or
- (b) such other date and time agreed in writing between Bidder and Isentia.

Excluded Shareholder means any Isentia Shareholder who is a member of the Bidder Group or any Isentia Shareholder who holds any Isentia Shares on behalf, or for the benefit of, any member of the Bidder Group and does not hold Isentia Shares on behalf of, or for the benefit of, any other person.

First Court Date means the date the Court first hears the application to order the convening of the Scheme Meeting under section 411(1) of the Corporations Act.

Government Agency means any government or representative of a government or any governmental, semi-governmental, administrative, fiscal, regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity and includes any minister, AIM, ASIC, ASX and any regulatory organisation established under statute or any stock exchange.

Implementation Date means the fifth Business Day after the Scheme Record Date or such other Business Day as the parties agree.

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

Isentia Shareholder means a holder of one or more Isentia Shares, as shown in the Share Register.

Issuer Sponsored Holding has the meaning given in the Settlement Rules.

Listing Rules means the official listing rules of ASX.

Registered Address means, in relation to an Isentia Shareholder, the address shown in the Share Register as at the Scheme Record Date.

Scheme means this scheme of arrangement subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed to by Bidder and Isentia.

Scheme Implementation Deed means the scheme implementation deed dated 15 June 2021 (as amended from time to time) between Bidder and Isentia relating to (among other things) the implementation of this Scheme.

Scheme Meeting means the meeting of Isentia Shareholders (other than Excluded Shareholders) ordered by the Court to be convened under section 411(1) of the Corporations Act.

Scheme Record Date means 5:00pm on the third Business Day after the Effective Date of the Scheme or such other date after the Effective Date as Bidder and Isentia agree in writing.

Scheme Share means an Isentia Share held by a Scheme Shareholder as at the Scheme Record Date.

Scheme Shareholder means an Isentia Shareholder (other than Excluded Shareholders) as at the Scheme Record Date.

Scheme Transfer means one or more proper instruments of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, which may be or include a master transfer of all or part of the Scheme Shares.

Second Court Date means the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving this Scheme is heard (or,

if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard), with such hearing being the **Second Court Hearing**.

Settlement Rules means the ASX Settlement Operating Rules, being the official operating rules of the settlement facility provided by ASX Settlement Pty Ltd.

Share Register means the register of Isentia Shareholders maintained in accordance with the Corporations Act.

Share Registry means Link Market Services Limited ABN 54 083 214 537.

Subsidiary has the meaning given to that term in section 46 of the Corporations Act.

Trust Account means an Australian dollar denominated trust account with an Authorised Deposit-taking Institution (as defined by the *Banking Act 1959* (Cth)) which attracts interest at a commercial rate and is operated by Isentia as trustee for the Scheme Shareholders, details of which Isentia must notify to Bidder no later than 10 Business Days before the Implementation Date. To avoid doubt, any Accrued Interest on funds in the Trust Account will not be held by Isentia on trust for the Scheme Shareholders but rather will be held by Isentia on trust for Bidder.

2 Interpretation

In this Scheme, the following rules of interpretation apply unless the contrary intention appears.

- (a) Headings are for convenience only and do not affect the interpretation of this Scheme.
- (b) The singular includes the plural and vice versa.
- (c) Words that are gender neutral or gender specific include each gender.
- (d) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- (e) The words “include”, “including” and similar expressions are not words of limitation and do not limit what else might be included.
- (f) A reference to:
 - (i) a person includes a natural person, estate of a natural person, partnership, joint venture, government agency, association, corporation or other body corporate or entity (as that term is defined in section 64A of the Corporations Act);
 - (ii) a thing (including a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or a party, schedule or attachment to, this Scheme (as applicable);

- (vi) this Scheme includes all schedules to it;
- (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a Listing Rule and is a reference to that law as amended, consolidated or replaced;
- (viii) an agreement (other than this Scheme) includes an undertaking or legally enforceable arrangement or understanding (whether or not in writing);
- (ix) a time period includes the date referred to as that on which the period begins and the date referred to as that on which the period ends;
- (x) a monetary amount is in Australian dollars; and
- (xi) time is to Sydney, Australia time, unless otherwise indicated.

Attachment D Deed Poll

Deed poll

Access Intelligence plc

In favour of each person registered as a holder of fully paid ordinary shares in Isentia as at the Scheme Record Date (other than Excluded Shareholders)

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Date: 13 JULY 2021

Parties

- 1 Access Intelligence plc (company registration number 04799195) of The Johnson Building, 79 Hatton Garden, London EC1N 8AW (**Bidder**)
 - 2 In favour of each person registered as a holder of fully paid ordinary shares in Isentia Group Limited (ACN 167 541 568) of Level 3, 219-241 Cleveland Street, Strawberry Hills NSW 2012 (**Isentia**) as at the Scheme Record Date other than Excluded Shareholders (**Scheme Shareholders**)
-

Background

- A Bidder and Isentia have entered into the Scheme Implementation Deed, under which Bidder is to pay the Consideration and acquire all Scheme Shares held by Scheme Shareholders under the Scheme, and also under which Bidder has agreed to enter into this deed poll.
- B Bidder is entering into this deed poll for the purpose of covenanting in favour of the Scheme Shareholders to procure and undertake the actions attributed to Bidder under the Scheme.

This deed poll provides

1 Defined terms and interpretation

1.1 Defined terms

Unless the context otherwise requires, terms defined in the Scheme have the same meaning when used in this deed poll.

1.2 Interpretation

Clause 2 of Schedule 1 to the Scheme applies to the interpretation of this deed poll, except that references to 'Scheme' are to be read as references to 'deed poll'.

1.3 Nature of deed poll

Bidder acknowledges and agrees that:

- (a) this deed poll may be relied on and enforced by any Scheme Shareholder in accordance with its terms even though the Scheme Shareholders are not party to it; and
 - (b) under the Scheme, each Scheme Shareholder irrevocably appoints Isentia and each of its directors, officers and secretaries (jointly and each of them severally) as its agent and attorney to enforce this deed poll against Bidder.
-

2 Bidder Sub

- (a) Bidder may nominate any wholly owned Subsidiary of Bidder (**Bidder Sub**) to acquire the Scheme Shares under the Scheme by giving written notice to Isentia on before the date that is 5 Business Days before the First Court Date (**Sub Notification**).

- (b) If Bidder nominates a Bidder Sub to acquire the Scheme Shares under the Scheme, then:
 - (i) references in this deed poll to Bidder acquiring the Scheme Shares under the Scheme, or taking any other action under or in respect of the Scheme, are to be read as references to the Bidder Sub doing so;
 - (ii) Bidder must procure that Bidder Sub complies with its obligations under this deed poll; and
 - (iii) despite paragraphs 2(b)(i) and 2(b)(ii), Bidder will continue to be bound by all of the obligations of Bidder under this deed poll and will not be released from any obligations or liabilities under this deed poll following the Sub Notification. However, Isentia agrees that Bidder will not be in breach of this deed poll for failing to discharge an obligation of Bidder under this deed poll if the Bidder Sub fully discharges that obligation.
-

3 Conditions

3.1 Conditions

The obligations of Bidder under this deed poll are subject to the Scheme becoming Effective.

3.2 Termination

The obligations of Bidder under this deed poll will automatically terminate and the terms of this deed poll will be of no further force or effect if:

- (a) the Scheme Implementation Deed is terminated in accordance with its terms; or
- (b) the Scheme does not become Effective by the End Date.

3.3 Consequences of termination

If this deed poll is terminated under clause 3.2, in addition and without prejudice to any other available rights, powers or remedies:

- (a) Bidder is released from its obligations to further perform this deed poll; and
 - (b) each Scheme Shareholder retains the rights they have against Bidder in respect of any breach of this deed poll which occurs before it was terminated.
-

4 Scheme obligations

Subject to clause 3, Bidder undertakes in favour of each Scheme Shareholder to:

- (a) deposit (or procure the deposit of) the aggregate amount of the Consideration for all Scheme Shares in cleared funds into the Trust Account by no later than the Business Day before the Implementation Date (provided that any interest on the amounts so deposited (less bank fees and other charges) will accrue for the benefit of Bidder); and
- (b) undertake all other actions attributed to it under the Scheme,

in each case subject to and in accordance with the terms of the Scheme.

5 Warranties

Bidder represents and warrants that:

- (a) it is a corporation validly existing under the laws of its place of incorporation;
 - (b) it has the corporate power to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;
 - (c) it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance by it of this deed poll;
 - (d) this deed poll is valid and binding on it and is enforceable against it in accordance with its terms; and
 - (e) this deed poll does not conflict with, or result in the breach of or default under, any provision of its constitution, or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or subject or by which it is bound.
-

6 Continuing obligations

This deed poll is irrevocable and, subject to clause 3, remains in full force and effect until:

- (a) Bidder has fully performed its obligations under this deed poll; or
 - (b) the earlier termination of this deed poll under clause 3.2.
-

7 Further assurances

Bidder will, at its own expense, do all things reasonably required of it and execute all documents reasonably necessary to give full effect to this deed poll and the transactions contemplated by it.

8 General

8.1 Stamp duty

Bidder must:

- (a) pay or procure the payment of all stamp duty (if any) and any related fines and penalties payable on or in respect of the transfer by the Scheme Shareholders of the Scheme Shares to Bidder pursuant to the Scheme or this deed poll; and
- (b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 8.1(a).

8.2 Notices

- (a) Any notice or other communication to Bidder in connection with this deed poll must be:

- (i) in legible writing in English;
- (ii) signed by the person making the communication or that person's duly authorised agent; and
- (iii) given by hand delivery, express post or email in accordance with the details set out below:

Bidder

Attention: Joanna Arnold / Mark Fautley

Address: The Johnson Building, 79 Hatton Garden, London EC1N 8AW

Email: joanna.arnold@accessintelligence.com /
Mark.Fautley@accessintelligence.com

with a copy (for information purposes only) to Herbert Smith Freehills:

Address: Level 33, ANZ Tower, 161 Castlereagh Street, Sydney NSW 2000
Australia

E-mail: Tony.Damian@hsf.com / Cameron.Sivwright@hsf.com

Attn: Tony Damian / Cameron Sivwright

- (b) Subject to clause 8.2(c), any notice or other communication given in accordance with clause 8.2(a) takes effect when received (or at a later time specified in it), and is taken to be received:
 - (i) if delivered by hand to the nominated address, on delivery;
 - (ii) if sent by express post to the nominated address, at 9.00am (addressee's time) the fifth UK Business Day (as defined in the Scheme Implementation Deed) after the date of posting; or
 - (iii) if sent by email to the nominated address, the earlier of:
 - (A) when the recipient's email server generates a message to the sender confirming that the email has been delivered to that server ("delivery receipt"), or at the time that the recipient "read" the email as stated in an automated message received by the sender ("read receipt");
 - (B) the time that the recipient confirms receipt of the email by reply email to the sender; and
 - (C) four hours after the time the email is sent (as recorded on the device from which the sender sent the email), unless the sender receives, within that four hour period, an automated message that the email has not been delivered.
- (c) If the delivery or transmission under clause 8.2(b)(i) or 8.2(b)(iii) is not on a UK Business Day (as defined in the Scheme Implementation Deed) or is outside the period between 9.00am and after 5.00pm (addressee's time) on a UK Business Day (as defined in the Scheme Implementation Deed), the Notice is taken to be

given and received at 9.00am (addressee's time) on the UK Business Day (as defined in the Scheme Implementation Deed) after that delivery, receipt or transmission.

8.3 Cumulative rights

The rights, powers and remedies of Bidder and the Scheme Shareholders under this deed poll are cumulative with and do not exclude the rights, powers or remedies provided by law independently of this deed poll.

8.4 Waiver and variation

- (a) A party waives a right under this deed poll only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.
- (b) Failure to exercise or enforce, a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this deed poll by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed poll.
- (c) A provision of this deed poll may not be varied unless:
 - (i) if before the First Court Date, the variation is agreed to by Isentia in writing; or
 - (ii) if on or after the First Court Date, the variation is agreed to by Isentia in writing and the Court indicates that the variation would not of itself preclude approval by the Court of the Scheme,

in which event Bidder must enter into a further deed poll in favour of the Scheme Shareholders giving effect to the variation.

8.5 Governing law and jurisdiction

- (a) This deed poll is governed by the laws in force in New South Wales.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts competent to determine appeals from those courts in respect of any proceedings arising out of or in connection with this deed poll. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

8.6 Assignment

- (a) The rights created by this deed poll are personal to Bidder and each Scheme Shareholder and must not be dealt with at law or in equity without the prior written consent of Bidder.
- (b) Any purported dealing in contravention of clause 8.6(a) is invalid.

8.7 Counterparts

This deed poll may be executed in counterparts, all of which taken together constitute one document.

8.8 Further action

Bidder must, at its own expense, do all things and execute all documents necessary to give full effect to this deed poll and the transactions contemplated by it.

Execution page

Executed as a deed poll.

Signed sealed and delivered by **Access Intelligence plc** in the presence of:



Handwritten signature of Mark Fautley in black ink.

Signature of director

MARK FAUTLEY

Name of director (print)

Handwritten signature of Lily Searle in blue ink.

Signature of witness

LILY SEARLE

Name of witness (print)

Attachment E Independent Expert's Report



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The Directors
Isentia Group Limited
Level 3
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Strawberry Hills NSW 2012

14 July 2021

Dear Directors

INDEPENDENT EXPERT REPORT AND FINANCIAL SERVICES GUIDE

PART ONE –INDEPENDENT EXPERT REPORT

1 Introduction

On 15 June 2021, Isentia Group Limited (**Isentia**) announced that it had entered into a Scheme Implementation Deed with Access Intelligence Plc (**Access Intelligence**) under which Access Intelligence will acquire all of the shares it does not already own in Isentia for cash consideration of \$0.175 per share by way of a scheme of arrangement (**the Scheme**). Access Intelligence acquired a 19.6% interest in Isentia at \$0.175 per share earlier on the same day.

Isentia is an Australian public company listed on the Australian Securities Exchange (**ASX**). It is engaged in the provision of media intelligence services to the public and private sector in Australia and New Zealand (**ANZ**) and South East Asia (**SEA**). It combines software-as-a-service (**SaaS**) platforms with value added services (**VAS**) to deliver an end-to-end media intelligence solution. As at 11 June 2021, the last trading day prior to the announcement of the Scheme, Isentia had a market capitalisation of approximately \$13.7 million.¹

Access Intelligence is an AIM-listed technology led company delivering SaaS products that serve 3,500 customers in the public relations (**PR**), marketing and communications industries. As at 12 July 2021, Access Intelligence had a market capitalisation of approximately £103.1 million.²

¹ Calculated as 202,178,840 ordinary shares multiplied by the closing price on 11 June 2021 of \$0.068 per share.

² Calculated as 85,891,053 ordinary shares multiplied by the closing price on 12 July 2021 of £1.20 per share.

Completion of the Scheme requires the approval of Isentia shareholders and the satisfaction of certain conditions precedent, including an independent expert determining that the Scheme is in the best interests of Isentia shareholders. Further details in relation to the Scheme and conditions precedent are set out in the Scheme Implementation Deed which was lodged with the ASX on 15 June 2021, the Scheme Booklet to be sent to the Isentia shareholders and in Section 4 of this report.

The Directors of Isentia unanimously recommend the Scheme as they believe it is in the Isentia shareholders' best interest and intend to vote shares in their control in favour of the proposed Scheme, in the absence of a superior proposal.

The Directors have requested KPMG Financial Advisory Services (Australia) Pty Ltd (of which KPMG Corporate Finance is a division) (**KPMG Corporate Finance**) prepare an independent expert report for Isentia shareholders in relation to the Scheme.

The purpose of the report is to set out whether or not, in our opinion, the Scheme is in the best interests of Isentia shareholders taken as a whole. This report should be considered in conjunction with and not independently of the information set out in the Scheme Booklet.

Further information regarding KPMG Corporate Finance, as it pertains to the preparation of this report, is set out in Appendix 1.

KPMG Corporate Finance's Financial Services Guide is contained in Part Two of this report.

2 Requirements for our report

Section 412(1) of the Corporations Act 2001 (**the Act**) requires that an explanatory statement issued in relation to a proposed scheme of arrangement under Section 411 of the Act, include information that is material to the making of a decision by a member as to whether or not to agree with the relevant proposal. In this regard, the Directors have requested KPMG Corporate Finance to prepare an independent expert report to satisfy the requirements of Section 411 (although there is no technical requirement in the current circumstances for an independent expert report to be prepared).

In undertaking our work, we have referred to guidance provided by the Australian Securities and Investments Commission (**ASIC**) in its Regulatory Guides, in particular Regulatory Guide 111 'Content of expert reports' (**RG 111**) which outlines the principles and matters which it expects a person preparing an independent expert report to consider.

Further details of the relevant technical requirements and the basis of assessment in forming our opinion are set out in Section 5 of this report.

3 Opinion

In our opinion, the Scheme is **in the best interests of Isentia shareholders** in the absence of a superior proposal.

In arriving at this opinion, we have assessed whether the Scheme is:

- fair, by comparing the Scheme consideration to our assessed value of an Isentia share on a controlling interest basis. This approach is in accordance with the guidance set out in RG 111, and
- reasonable, by assessing the implications of the Scheme for shareholders, the alternatives to the Scheme which are available to Isentia and the consequences for Isentia shareholders of not approving the Scheme.

Our assessment has concluded that the Scheme is fair and reasonable. As such, in accordance with RG 111, we have concluded that the Scheme is in the best interests of Isentia shareholders.

The challenging operating circumstances facing Isentia today started to emerge in 2015, when Isentia experienced significant challenges in integrating its acquisition of the King Content business, which resulted in the subsequent loss of a number of key customers and distracted the focus on product development. This came at a time when technology changes were creating a shift in industry dynamics and competitive disruption was requiring Isentia to respond through rapid product innovation. Isentia's legacy IT infrastructure failed to effectively meet these challenges, allowing new competitors to take market share, resulting in significant churn commencing in the first half of FY17.

In order to stabilise the business, management introduced a 3 Year Strategic Plan in February 2019, which focused on:

- achieving \$11 million of cost savings
- investment in Asian growth markets to drive economies of scale, and
- introducing new products in order to arrest churn and grow new business.

However, Isentia has continued to experience significant headwinds:

- although Isentia achieved \$11.8 million in cumulative cost savings by 31 December 2020, these savings were offset by continued declines in revenues and increases in other costs.³
- Isentia achieved moderate growth in SEA, however, exited its North Asia (NA) business in September 2020 as it was apparent that it would not achieve the desired economies of scale and in FY21, the SEA business was adversely impacted by the COVID-19 pandemic and increased competition in some markets, and
- the release of key products was delayed by 4 to 8 months as a result of a cyber security incident in October 2020, resulting in continued elevated churn and limited new business. As overall industry revenue is continuing to decline as a result of discounting, Isentia is in a position of needing to increase market share in order to maintain current revenues at a time where competition is intensifying.

The offer from Access Intelligence has arguably come at the most challenging point in Isentia's operating history, as these issues continue to create significant uncertainty as to Isentia's future operating performance and weigh heavily on Isentia's trading price. As a result, the valuation of Isentia is particularly challenging at this point in time. In particular:

- Isentia's historical earnings have been declining, with future performance dependent on the introduction of new products to arrest currently elevated churn and create new business opportunities
- there is uncertainty as to the timing and the extent of any potential positive impact of new products on churn and new business. The timing will depend on product release dates and contract renewal dates, while the extent of their potential positive impact will depend on their attractiveness to the market (relative to competitors' products). While the product roadmap is based on client research and feedback, the timing of releases is such that, to date, there is no evidence of a business as usual reversal of the declining revenue trend
- typically, Isentia experiences significant customer renewals in June and July of each year, the outcome of which will be not known until August. This is particularly relevant this year due to the disruption caused by the cyber security event and the impact that may have on renewals over the next two months, and

³ Refer to Section 7.3 of this report.

- it is not known when the COVID-19 pandemic will become less disruptive in SEA and whether Isentia will be successful in re-establishing key client relationships and winning back lost accounts in this market.

On the basis that the new product initiatives successfully arrest churn over the next two years and provide a platform to grow new business, and assuming that Isentia is able to continue to fund the new product development initiatives that will be required for the continued stabilisation of the business, we consider that the Scheme consideration adequately compensates shareholders for the investment they hold.

We highlight that there are considerable ongoing risks to the business. Isentia is highly geared (45.3% gearing as at 31 May 2021) as a result of the debt funded King Content acquisition and if Isentia is only able to stabilise, and not grow, earnings, free cash flow will continue to be limited and may be insufficient to pay down borrowings and meet debt covenant requirements. This will impact Isentia's ability to invest in new product development, which will be required to maintain market share (or grow it to the extent industry revenues continue to decline). Further, if the Scheme is not implemented, Isentia management has indicated that it will likely undertake an equity raising, which would likely be priced at a substantial discount to recent trading prices. Given the current challenges facing the business, there is no certainty that Isentia will have access to the capital required and in circumstances where it does, it will likely be heavily dilutive to existing Isentia shareholders.

Assessment of fairness

We have assessed the value of an Isentia share to be in the range of \$0.13 to \$0.18. Our assessment of value has been based on a discounted cash flow (**DCF**) methodology and has been cross-checked utilising a capitalisation of earnings (**Capitalised Earnings**) methodology. The valuation incorporates synergies and benefits that would generally be available to a pool of purchasers. It does not include other potential synergies available to any particular acquirer.

As the Scheme consideration of \$0.175 per Isentia falls within our assessed value range for an Isentia share, we consider the Scheme to be fair.

Our analysis of the fairness of the Scheme is detailed further in Section 3.1 below.

Assessment of reasonableness

In accordance with RG 111, an offer is reasonable if it is fair. As we have assessed the Scheme to be fair, this means that the Scheme is reasonable. Notwithstanding this requirement, we have also considered the following factors that Isentia shareholders may wish to consider in assessing whether to approve the Scheme. These include:

- the consideration represents a substantial premium to recent trading prices of Isentia shares up until 11 June 2021.⁴ Therefore, the Scheme represents the best opportunity for Isentia shareholders to realise a control value for their securities in the absence of a superior proposal
- the consideration allows Isentia shareholders to immediately realise the value of their investment for cash and without incurring transaction costs. It provides certainty as to the pre-tax amount Isentia shareholders will receive
- Isentia shareholders who receive the consideration are no longer exposed to the risks to which Isentia is exposed, including the risks of a continued or intensifying competition in ANZ impacting customer retention and pricing, ongoing COVID-19 headwinds in SEA, the outcome of the Copyright Tribunal and the risk that Isentia will not be able to fund continued product developments in order to remain competitive, repay borrowings and meet financial covenants

⁴ The last trading day prior to the announcement of the Scheme.

- if the Scheme is approved, Isentia shareholders will not participate in the potential long-term benefits from any future growth in the business should the soon-to-be released new products result in growth in revenues beyond that assumed by us. In this regard, Isentia has made significant investment in product development in recent years, the benefit of which is expected to be derived once the products are introduced to the market
- in the period since the Scheme was announced, no superior proposal has emerged. Whilst there will continue to be an opportunity for interested parties to put forward a superior proposal until the Scheme Meeting, no alternative may be forthcoming, and
- in the absence of the Scheme or a superior alternative proposal, the Isentia share price is likely to fall to levels at which it was trading prior to 11 June 2021 (i.e. prices that do not include a control premium) and potentially below these levels, given that Isentia management has announced that it is likely to undertake an equity raising if the Scheme is not approved which will potentially be priced at a substantial discount to recent trading prices.

Isentia shareholders should also consider the general tax implications associated with the Scheme, the number of conditions which if not satisfied will result in the Scheme not being implemented and the transaction costs that will be incurred irrespective of whether the Scheme is implemented.

Our analysis of the reasonableness considerations is detailed further in Section 3.2 of this report.

The decision of whether or not to approve the Scheme is a matter for individual Isentia shareholders based on their views as to value, expectations about future market conditions and their particular circumstances including their investment strategy and portfolio, risk profile and tax position. If in doubt, Isentia shareholders should consult their own professional adviser regarding the action they should take in relation to the Scheme.

Our opinion is based solely on information available as at the date of this report as set out in Appendix 2 of this report. We have not undertaken to update our report for events or circumstances arising after the date of this report other than those of a material nature which would impact upon our opinion. We refer readers to the limitations and reliance on information as set out in Section 5.3 of our report.

3.1 The Scheme is fair

We have valued 100% of the equity in Isentia in the range of \$27 million to \$37 million, which corresponds to a value of \$0.13 to \$0.18 per Isentia share. As the Scheme consideration of \$0.175 per Isentia share is within our assessed value range for an Isentia share, we consider the Scheme to be fair.

Our valuation of Isentia is set out in Section 8 of this report and is summarised below.

Table 1: Isentia valuation summary

	Section reference	Value	
		Low	High
Value of operating business	8.3	70.0	80.0
Non-operating assets/(liabilities)	8.4	(3.5)	(3.5)
Enterprise value		66.5	76.5
Net interest bearing liabilities	8.5	(34.5)	(34.5)
Lease liability	8.5	(5.0)	(5.0)
Value of equity (100% basis)		27.0	37.0
Diluted number of shares on issue (million)	8.6	203.5	203.5
Value per Isentia share (\$)		0.13	0.18

Source: KPMG Corporate Finance analysis. Table may not add due to rounding.

Our valuation reflects 100% ownership of Isentia and, therefore, incorporates a control premium. As a result, we would expect the value to be in excess of the price at which Isentia shares would trade on the ASX in the absence of a takeover offer. In assessing an appropriate premium for control in accordance with RG 111, we have considered synergies that may be available to a pool of potential purchasers.

The value of Isentia's operating business is based on a DCF methodology and has been cross-checked utilising a Capitalised Earnings methodology, taking into account multiples at which listed media and media intelligence companies are trading and transactions involving media companies. We have then deducted non-operating liabilities, estimated net interest bearing liabilities and lease liabilities as at 30 June 2021.

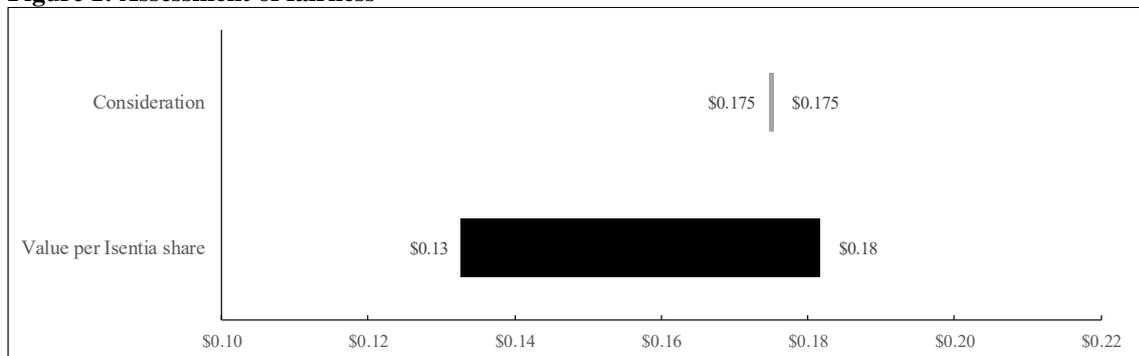
The key factors considered in our assessment of the value of Isentia are:

- the declining industry revenue in ANZ as changes in technology have reduced barriers to entry and competition in the ANZ and SEA media intelligence industries is increasing
- Isentia's declining revenue trend since FY17 and an expectation that Isentia's earnings will decline further in FY22 as new product releases are delayed resulting in a continuation of elevated levels of churn
- potential for Isentia's new products to reduce the currently elevated churn and grow new business
- identified cost savings of \$2.1 million in FY22, which are expected to be offset by increases in content and social media licensing costs. Further cost savings are expected to be limited given the substantial savings achieved to date
- Isentia's relatively high operating leverage as a result of the substantially fixed content fees and high financial leverage, such that small changes in revenue can have a significant impact on value, and
- synergies available to a pool of potential purchasers.⁵

These issues have been reflected in the scenario analysis which forms part of our DCF assessment. Whilst there may be equity value above the Consideration should Isentia achieve a rapid reversal of the historical downward trend in customer churn, there is significant uncertainty as to whether Isentia management will be able to successfully implement their strategy given historical performance and the rapidly evolving industry and competitive environment.

A comparison of our assessed value per Isentia share on a control basis to the consideration is illustrated below.

Figure 1: Assessment of fairness



Source: KPMG Corporate Finance analysis.

⁵ Refer to Section 8.2.3 of this report.

As the consideration of \$0.175 per Isentia share is within our assessed value range for an Isentia share of \$0.13 to \$0.18, we consider the Scheme to be fair.

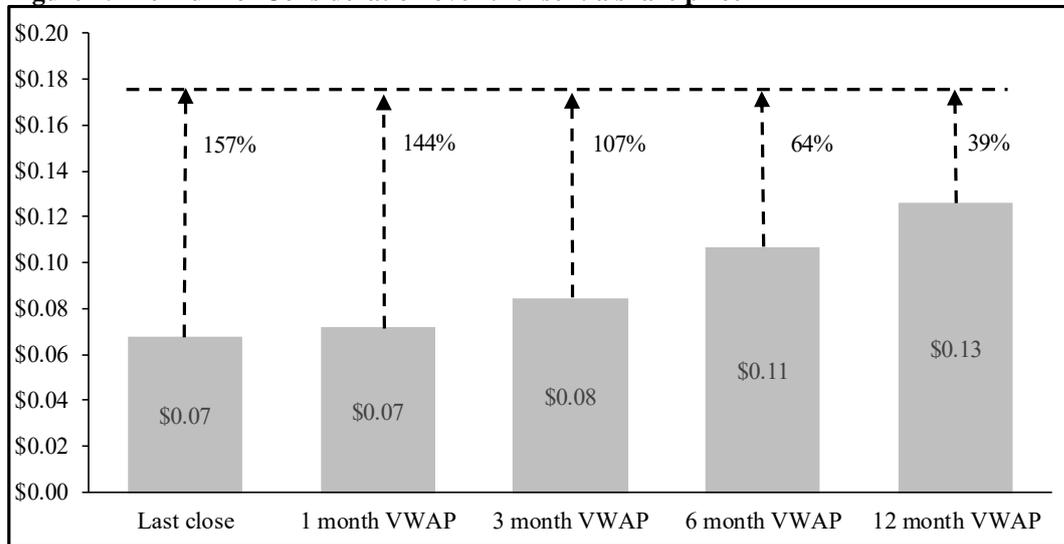
3.2 The Scheme is reasonable

In accordance with RG 111, an offer is reasonable if it is fair. As we have assessed the Scheme to be fair, this means that it is reasonable. Notwithstanding this requirement, we have also considered the following factors that Isentia shareholders may wish to consider in assessing whether to approve the Scheme.

The Consideration represents a substantial premium to the trading price of Isentia shares prior to the announcement of the Scheme

The premiums of the Consideration relative to the trading prices of Isentia shares over various periods to 11 June 2021, the last trading day prior to the announcement of the Scheme, are illustrated below.

Figure 2: Premium of Consideration over the Isentia share price



Source: IRESS, KPMG Corporate Finance analysis.

Note: VWAP is volume weighted average price.

With regard to our assessment of the premiums implied by the Consideration, we note:

- acquirers of 100% of a company are often required to pay a premium over the value implied by the trading price of a share, to reflect their ability to obtain control over the target's strategy and operations, as well as extract synergies from integration. Observations from transaction evidence indicate that takeover premiums concentrate around a range between 25% and 40%⁶ for completed takeovers, depending on the individual circumstances of the specific transaction. In transactions where it was estimated that significant synergies could be achieved, the takeover premium was frequently estimated to be at the high end of this range or greater
- the observed premiums over recent share trading prices are approximately at or above the high end of the range of premiums indicated by transaction evidence, and
- the substantial premium offered by Access Intelligence over Isentia's trading prices may reflect the strategic value associated with Isentia's customer relationships and the ability to provide an entry into the ANZ market. It may also reflect that Isentia's recent trading prices have been adversely impacted

⁶ KPMG Corporate Finance analysis based on Mergerstat data for Australian transactions completed between 2008 and 2019, comparing the Mergerstat 'unaffected' share price of the target company to the final offer price.

by the cyber security incident and concerns as to Isentia's ability to repay borrowings and meet its financial covenants.

Cash nature of consideration provides certainty

The Scheme offers Isentia shareholders an opportunity to exit their investment in Isentia at a price that is certain and which incorporates a substantial premium for control. In the absence of the Scheme or a similar transaction, Isentia shareholders could only realise their investment by selling on market at a price that does not include a premium for control and would incur transaction costs (e.g. brokerage).

There is no certainty as to the price at which Isentia shareholders would be able to realise their investment in the future, particularly given the number of risks facing the business outlined below.

Isentia shareholders who receive the consideration will no longer be exposed to the risks to which Isentia is exposed

There are a number of risks associated with an investment in Isentia shares, including:

- ***funding:*** as a result of Isentia's significant financial leverage (gearing of 43.1% at 31 December 2021⁷) and declining cash flows from operations,⁸ there is a risk that Isentia will be unable to repay borrowings and fund working capital and the development of new products that are required to remain competitive. The Isentia Directors have advised that in the absence of the Scheme, it is likely that Isentia will be required to undertake an equity raising. There is no certainty that Isentia will have access to the capital required
- ***competition:*** increasing competition in ANZ and SEA, further eroding margins and increasing customer turnover and reducing new wins
- ***product developments and maintenance:*** there is a risk that Isentia is not successful in developing, introducing, marketing or licensing new products and enhancements. If Isentia's existing products become obsolete or less marketable and new products and enhancements do not meet customer demands, recent trends in churn may continue
- ***COVID-19 pandemic:*** continued impact of the COVID-19 pandemic on the SEA business, with continued weak economic conditions, reduced client activity and a reduced ability of regional teams to travel to local markets, potentially impacting operational efficiencies and project execution
- ***disruptions to IT infrastructure:*** there is a risk of a disruption to Isentia's IT infrastructure, including the risk of another cyber incident in future, although Isentia has taken steps to increase its cyber security levels
- ***Copyright Tribunal decision:*** Isentia is awaiting the decision from its application to the Copyright Tribunal of Australia in relation to an ongoing matter regarding copyright fees paid to content providers. The Tribunal's final determination may be more or less favourable than a previous interim ruling and will be retroactive to 1 December 2018. This may result in Isentia's cost base being reset at a higher level and the requirement for Isentia to make up deferred payments
- ***relationships with content suppliers:*** there is a risk that Isentia will lose access to certain content or that future fee arrangements are unfavourable
- ***operating leverage:*** Isentia pays substantial content fees that are largely fixed in nature, such that any further decline in revenue will have a relatively greater impact on profit (and vice versa)

⁷ Refer to Section 7.4 of this report.

⁸ Refer to Section 7.5 of this report.

- **cost savings:** Isentia may not be able to find substantial further cost savings or cost savings may be offset by increases in other costs.

Refer to Section 6.3 of the Scheme Booklet for further discussion of risks.

Isentia shareholders will not participate in the potential longer term benefits from any future growth of the business

By exiting their investment in Isentia, Isentia shareholders will not participate in the potential long-term benefits from any turnaround in the business over that assumed by us. In this regard, Isentia has made significant investments in recent years in product development initiatives, the benefit of which is expected to be derived over time. However, we note that the impact and timing of new product developments is unknown. They may have some impact on reducing churn, but revenue may continue to fall, particularly given the decline in industry revenues as a result of discounting. However, we note that the consideration represents a substantial premium to recent share trading and effectively assumes that revenues are stabilised as a result of the release of the new products.

No superior alternative proposal has been received

No superior alternative proposal has emerged since the Scheme was announced and Isentia Directors are not aware of any superior proposal that is likely to emerge. There will, however, continue to be opportunity for interested parties to put forward a superior proposal until the Scheme Meeting.

Potential deterrents for an alternative bidder include the 19.6% substantial interest held by Access Intelligence, which could represent a blocking stake if acting in conjunction with other large shareholders, and the substantial premium to recent share trading offered by Access Intelligence.

The Scheme Implementation Agreement, also restricts Isentia from either soliciting or entering into discussions with third parties in relation to alternative proposals (other than the director fiduciary duty carve out). Should it become aware of any possible alternative proposal, Isentia is required to notify Access Intelligence and Access Intelligence has a last right to match a competing proposal. Further, in certain circumstances Isentia would be required to pay a reimbursement fee of approximately \$0.5 million (excluding GST) to Access Intelligence.

Although the likelihood of a superior alternative proposal is impacted by these terms, it does not preclude an alternative proposal from being made. We note that the Directors would be required under their fiduciary duties to consider the merits of an alternative proposal should one arise.

Isentia's share price will likely fall in the absence of the Scheme

The current Isentia share price⁹ reflects the terms of the Scheme and, therefore, includes a control premium. As such, in the absence of the Scheme, an alternative proposal or speculation concerning an alternative proposal, the Isentia share price is likely to fall from current levels to levels consistent with the trading prices prior to the announcement of the Scheme,¹⁰ with allowance for any company specific events (positive or negative) and the impact of trends in the broader equity market. In this regard, Isentia management has advised that should the Scheme not proceed, Isentia will be required to undertake a capital raising, which may be at a substantial discount to recent trading prices, as discussed below. As a result, trading in Isentia shares in the absence of the Scheme is likely to be at prices below those at which shares were trading prior to the announcement of the Scheme.

⁹ From the announcement of the Scheme on 15 June 2021 until 12 July 2021, Isentia shares traded at a volume weighted average price (VWAP) of \$0.17.

¹⁰ The one month and three month VWAPs up until 11 June 2021, the last trading day prior to the announcement of the Scheme, were \$0.07 and \$0.08, respectively, and Isentia shares closed at \$0.068 on 11 June 2021.

If the Scheme does not proceed, it is likely that Isentia will need to conduct an equity raising, which would likely be at a substantial discount and potentially dilutive to existing shareholders

The Isentia Directors have advised that if the Scheme does not proceed, it is likely that Isentia will need to raise equity to repay debt and fund working capital and the ongoing investment in the business (i.e. product developments). This equity raising may take place at a substantial discount to trading prices and would be dilutive to the extent that shareholders are ineligible (e.g. in the event of a placement) or choose not to participate.

3.3 Other considerations

In forming our opinion, we have also considered a number of other factors, as detailed below. While these factors do not impact on our opinion, we consider it appropriate for Isentia shareholders to consider these factors in assessing the Scheme.

Transaction costs associated with the Scheme

Isentia management has estimated that Isentia will incur costs in relation to the Scheme of approximately \$543,500 (plus GST and disbursements, excluding any reimbursement fee) in the event the Scheme does not proceed. One-off transaction costs associated with the Scheme primarily relate to adviser, legal and expert fees.

The Scheme is subject to the satisfaction of a number of conditions

There are certain conditions which, if not satisfied, will result in the Scheme not being implemented. If the Scheme is not implemented, Isentia shareholders will continue to hold their existing Isentia shares.

Taxation implications for Isentia shareholders

Section 7 of the Scheme Booklet sets out a general description of the tax consequences for Isentia shareholders who hold their Isentia shares on capital account. If the Scheme is implemented, those Australian resident Isentia shareholders who receive the consideration will be deemed to have disposed of their Isentia shares and the disposal will constitute a capital gains tax event. Isentia shareholders will make a capital gain or loss depending on the cost base of their Isentia shares.

Foreign residents may be subject to capital gains withholding tax on the capital proceeds. Refer to Section 7.2.3 of the Scheme Booklet.

We note that Isentia shareholders should consider their individual circumstances, review Section 7 of the Scheme Booklet for further information where it applies to their circumstances and should seek the advice of their own professional adviser.

3.4 Consequences if the Scheme does not proceed

In the event that the Scheme is not approved or any conditions precedent prevent the Scheme from being implemented, Isentia will continue to operate in its current form and remain listed on the ASX. As a consequence:

- Isentia shareholders will not receive the consideration and the implications of the Scheme, as summarised above, will not occur, other than with respect to the one-off transaction costs incurred, or committed to, prior to the Scheme Meeting. Isentia would also likely not be liable to pay a reimbursement fee
- Isentia shareholders may benefit if new product releases successfully arrest recent trends in churn and customer wins
- Isentia shareholders will continue to be exposed to the substantial risks associated with an investment in Isentia as discussed previously, including funding risks

- Isentia will likely be required to undertake a capital raising, which would likely be at a substantial discount to recent trading prices and which will be dilutive to existing shareholders that do not take up their proportionate interest. There is no certainty that Isentia will be have access to the capital required
- in the absence of a superior alternative proposal, Isentia's ordinary share price will likely fall to a level that is below the prices at which Isentia shares were traded prior to the announcement of the Scheme, and
- Isentia shareholders are unlikely to receive distributions in the absence of a turnaround in revenue and a reduction in borrowings.

3.5 Other matters

In forming our opinion, we have considered the interests of Isentia shareholders as a whole. This advice therefore does not consider the financial situation, objectives or needs of individual Isentia shareholders. It is not practical or possible to assess the implications of the Scheme on individual Isentia shareholders as their financial circumstances are not known.

The decision of Isentia shareholders as to whether or not to approve the Scheme is a matter for individuals based on, amongst other things, their risk profile, liquidity preference, investment strategy and tax position. Individual Isentia shareholders should therefore consider the appropriateness of our opinion to their specific circumstances before acting on it. As an individual's decision to vote for or against the proposed resolutions may be influenced by his or her particular circumstances, we recommend that individual Isentia shareholders seek their own independent professional advice.

Our report has been prepared in accordance with the relevant provisions of the Act and other applicable Australian regulatory requirements. This report has been prepared solely for the purpose of assisting Isentia shareholders in considering the Scheme. We do not assume any responsibility or liability to any other party as a result of reliance on this report for any other purpose. Our opinion should not be construed to represent a recommendation as to whether or not Isentia shareholders should elect to vote in favour of the Scheme.

Neither the whole nor any part of our report or its attachments or any reference thereto may be included in or attached to any document, other than the Scheme Booklet to be sent to Isentia shareholders in relation to the Scheme, without the prior written consent of KPMG Corporate Finance as to the form and context in which it appears. KPMG Corporate Finance consents to the inclusion of our report in the form and context in which it appears in the Scheme Booklet.

All references to \$ refers to Australian dollars, financial year is abbreviated as FY, calendar year is abbreviated as CY and half year is abbreviated as H.

The above opinion should be considered in conjunction with and not independently of the information set out in the remainder of this report, including the appendices.

Yours faithfully



Sean Collins
Authorised Representative



Jason Hughes
Authorised Representative

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4 Summary of the Scheme

On 15 June 2021, Isentia announced that it had entered into a Scheme Implementation Deed with Access Intelligence under which Access Intelligence will acquire all of the shares it does not already own in Isentia for cash consideration of \$0.175 per share by way of a scheme of arrangement (**the Scheme**). Access Intelligence acquired a 19.6% interest in Isentia at \$0.175 per share earlier on the same day.

The Directors of Isentia unanimously recommend the Scheme as they believe it is in the Isentia shareholders' best interest and intend to vote shares in their control in favour of the proposed Scheme, in the absence of a superior proposal.

4.1 Conditions precedent

Completion of the Scheme is subject to certain conditions precedent as set out in Clause 3.1 of the Scheme Implementation Deed, including:

- Isentia shareholders approving the Scheme by the requisite majorities
- approval of the Access Intelligence shareholders at the Bidder Shareholder Meeting
- an independent expert concluding that the Scheme is in the best interests of Isentia shareholders
- Court approval
- no material adverse change, prescribing occurrence or regulated event.

The Scheme Implementation Deed is subject to customary exclusivity provisions including no shop, no talk and no due diligence (no talk and no due diligence are subject to a fiduciary carve out), notification obligations and matching rights. A reimbursement fee of \$0.5 million is payable by Isentia to Access Intelligence in certain circumstances and a reimbursement fee of \$0.5 million is payable by Access Intelligence to Isentia in other specified circumstances.

Further details in relation to the Scheme, are set out in the Scheme Booklet to which this report is attached and also in the Scheme Implementation Deed included with Isentia's announcement of the Scheme to ASX on 15 June 2021.

5 Scope of Report

5.1 Purpose

The transaction is to be implemented by way of a scheme of arrangement under Section 411 of the Act and requires approval of Isentia shareholders. Section 412(1) of the Act requires that an explanatory statement issued in relation to a proposed scheme of arrangement include information that is material to the making of a decision by a member as to whether or not to approve the scheme.

Part 3 Schedule 8 of the Corporations Regulations specifies that the information to be lodged with the ASIC must include a report prepared by an expert:

- if the other party to a reconstruction in a scheme of arrangement holds at least 30% of the company; or
- where the parties to the reconstruction have common Directors.

The report prepared by the expert must state whether, in the expert's opinion, the proposed scheme of arrangement is in the best interests of the members of the body as a whole and set out the expert's reason(s) for forming that opinion.

Even where an independent expert report is not strictly required by the law, it is not uncommon for directors to commission one to ensure they are providing the information that is material to the making of a decision by a creditor or member. Although not required by law, the Directors have requested KPMG Corporate Finance prepare an independent expert report for the Scheme.

5.2 Basis of assessment

RG 111 “Content of expert reports”, issued by ASIC, indicates the principles and matters which it expects a person preparing an independent expert to consider.

RG 111 distinguishes between the analysis required for control transactions and other transactions.

RG 111.18 states that where a scheme of arrangement is used as an alternative to a takeover bid, the form of analysis undertaken by the expert should be substantially the same as for a takeover bid even though the wording of the opinion will also be whether the proposed scheme is ‘in the best interests of the members of the company’. That form of analysis considers whether the transaction is ‘fair and reasonable’ and, as such, incorporates issues as to value.

In particular:

- ‘fair and reasonable’ is not regarded as a compound phrase
- an offer is ‘fair’ if the value of the offer price or consideration is equal to or greater than the value of the securities subject to the offer
- the comparison should be made assuming 100% ownership of the ‘target’ and irrespective of whether the consideration is scrip or cash
- the expert should not consider the percentage holding of the ‘bidder’ or its associates in the target when making this comparison
- an offer is ‘reasonable’ if it is ‘fair’.

RG 111.20 states that if an expert would conclude that a proposal was ‘fair and reasonable’ if it was in the form of a takeover bid, it will also be able to conclude that the scheme is in the best interests of the members of the company.

In the circumstance of a ‘not fair but reasonable’ outcome, RG 111.21 states that the expert can also conclude that the scheme is ‘in the best interests’ on the basis that it clearly states that the consideration is less than the value of the securities subject to the scheme but that there are sufficient reasons for members to vote in favour of the scheme in the absence of a higher offer.

RG 111 provides that an offer is fair if the value of the consideration is equal to or greater than the value of the securities subject to the offer. It is a requirement of RG 111 that the comparison be made assuming 100% ownership of the ‘target’ and irrespective of whether the consideration is scrip or cash and without regard to the percentage holding of the bidder or its associates in the target prior to the bid. That is, RG 111 requires the value of the target to be assessed as if the bidder was acquiring 100% of the issued equity (i.e. on a controlling interest basis).

In addition to the points noted above, RG 111 notes that the weight of judicial authority is that an expert should not reflect ‘special value’ that might accrue to the acquirer. Accordingly, when assessing the full underlying value of Isentia we have considered those synergies and benefits which would be available to more than one potential purchaser (or a pool of potential purchasers) of Isentia. Accordingly, our valuation of Isentia has been determined without regard to the specific bidder, and any special benefits have been considered separately.

Reasonableness involves an analysis of other factors that securityholders might consider prior to accepting an offer, such as:

- the bidder’s pre-existing shareholding in the target
- other significant shareholdings in the target
- the liquidity of the market in the target’s securities
- tax losses, cash flow or other benefits through achieving 100% ownership of the target

- any special value of the target to the bidder
- the likely market price of the target's securities in the absence of the offer and any other consequences of not accepting the offer
- the likelihood of an alternative offer being made, and
- any other advantages, disadvantages and risks associated with accepting the offer.

In forming our opinion, we have considered the interests of Isentia shareholders as a whole. As an individual Isentia shareholder's decision to vote for or against the resolutions may be influenced by their individual circumstances, we recommend they each consult their own financial advisor.

5.3 Limitations and reliance on information

In preparing this report and arriving at our opinion, we have considered the information detailed in Appendix 2 of this report. In forming our opinion, we have relied upon the truth, accuracy and completeness of any information provided or made available to us without independently verifying it. Nothing in this report should be taken to imply that KPMG Corporate Finance has in any way carried out an audit of the books of account or other records of Isentia for the purposes of this report.

Furthermore, we note that an important part of the information base used in forming our opinion is comprised of the opinions and judgements of management. In addition, we have also had discussions with Isentia management in relation to the nature of the business operations, specific risks and opportunities, historical results and prospects for the foreseeable future. This type of information has been evaluated through analysis, enquiry and review to the extent practical. However, such information is often not capable of external verification or validation.

Isentia has been responsible for ensuring that information provided by them or their representatives is not false or misleading or incomplete. Complete information is deemed to be information which at the time of completing this report should have been made available to KPMG Corporate Finance and would have reasonably been expected to have been made available to KPMG Corporate Finance to enable us to form our opinion.

We have no reason to believe that any material facts have been withheld from us but do not warrant that our inquiries have revealed all of the matters which an audit or extensive examination might disclose. The statements and opinions included in this report are given in good faith, and in the belief that such statements and opinions are not false or misleading.

The information provided to KPMG Corporate Finance included a cash flow model for the period from 1 July 2021 to 30 June 2025 (**Cash Flow Model**).

KPMG Corporate Finance has relied upon this forward-looking financial information in preparing this report and Isentia remains responsible for all aspects of this forward looking financial information. The forecasts and projections as supplied to us are based upon assumptions about events and circumstances which have not yet transpired. We have not tested individual assumptions or attempted to substantiate the veracity or integrity of such assumptions in relation to any forward-looking financial information or tested the mathematical integrity of the models.

KPMG Corporate Finance has undertaken various enquiries in relation to the Cash Flow Model, including holding discussions with Isentia management in regard to the commercial assumptions underlying the Cash Flow Model and their bases. We have reviewed the key commercial assumptions in the context of current economic, financial and other conditions (e.g. industry growth rates). KPMG Corporate Finance is of the view that the forward looking information has been prepared on a reasonable basis and, therefore, is suitable as a basis for our valuations. In making this assessment, we have taken into account the following:

- the Cash Flow Model was prepared by the management of Isentia in conjunction with their advisors
- the Cash Flow Model is based on the FY21 estimate, which reflects actual results to 31 May 2021

- the Cash Flow Model was prepared for the purpose of the Scheme. However, KPMG Corporate Finance has no reason to believe that there is any bias, either positive or negative, and
- SaaS revenues in ANZ are based on contracts that are typically over a 12 month period. VAS revenue in Australia is generally ad hoc, however, has historically been increasing as a percentage of SaaS revenue. Both SaaS and VAS revenue in SEA is typically contracted.

Where significant uncertainty exists (i.e. in relation to the impact and timing of the new products), various scenarios have been developed to illustrate potential outcomes on value.

Notwithstanding the above, KPMG Corporate Finance cannot provide any assurance that the forward-looking financial information will be representative of the results that will actually be achieved during the forecast period. Any variations in the forward-looking financial information may affect our valuation and opinion.

The opinion of KPMG Corporate Finance is based on prevailing market, economic and other conditions at the date of this report. Conditions can change over relatively short periods of time. Any subsequent changes in these conditions could impact upon our opinion. We note that we have not undertaken to update our report for events or circumstances arising after the date of this report other than those of a material nature which would impact upon our opinion.

5.4 Disclosure of information

In preparing this report, KPMG Corporate Finance has had access to all financial information considered necessary in order to provide the required opinion. Isentia has requested KPMG Corporate Finance limit the disclosure of certain commercially sensitive information relating to Isentia. This request has been made on the basis of the commercially sensitive and confidential nature of the operational and financial information of the operating entities comprising Isentia. As such the information in this report has been limited to the type of information that is regularly placed into the public domain by Isentia.

6 Industry

6.1 Overview

Isentia operates in the media intelligence industry in the Asia Pacific (APAC) region. Media intelligence involves the development of software and systems that capture, enrich, interpret and analyse data from mainstream, online and social media sources to assist clients to make informed and time critical business and communications decisions and execute their media strategies.

Media content sources include newspapers, magazines, journals, television, radio, online and social media sources. Online and social media sources are rapidly increasing in audience reach and relevance and include online news websites, industry blogs and forums, as well as social media offerings.

Media intelligence includes the following segments:

- **media monitoring**, which is the use of software and other systems to capture, enrich, search and relevance-match specific brands, topic, opinions, or issues across extensive media content sources to provide relevant information to inform and alert clients
- **social media monitoring and analysis**, which involves the use of software and other systems to capture, enrich and interpret tens-of-millions of social media interactions/conversations in real-time across social media sources, and extract client relevant information and insights
- **media measurement and analysis**, which utilises software algorithms and subject matter experts to deliver qualitative and quantitative insights to assist clients in understanding the effectiveness of their communications, media and marketing strategies, and

- **media release distribution**, which includes online tools and services to distribute news and messages to selected news or industry media.

Isentia operates across each of these segments, providing both SaaS and VAS. These services are further discussed below.

The global media intelligence/public relations market is estimated at US\$4.8 billion in 2020 and grew by 7.5% in 2020. Expenditure on social media solutions is estimated to have risen 18.0% in 2020, while media monitoring revenue was estimated to have increased just 0.1%, the press release segment was down 2.8% and media analysis revenue was up 4.7%. The Asia (including ANZ and SEA) media intelligence/public relations market is estimated at \$601.9 million in 2020.¹¹

The media intelligence industry relies on access to media content which is proprietary and copyrighted. Content providers tend to be traditional media companies (such as Fairfax, Nine, News Corporation) and online/social media companies (such as Facebook and Twitter).

6.2 Australia and New Zealand media intelligence market

Market size and growth

The ANZ media intelligence market is mature with limited opportunity for growth and increasing competition. The major competitors are US-based Meltwater Holding B.V. (**Meltwater**) and Cision Ltd, UK based Kantar Group Limited, and Australian based start-up, Stroom Pty Ltd (**Stroom**). Isentia management have advised that although pricing has historically been significantly higher in ANZ than in other countries, increasing competition is eroding prices, resulting in an overall decline in media intelligence expenditure in the region.

Barriers to entry

The ANZ market historically had significant barriers to entry, as the industry has required significant amounts of labour to monitor broadcast and print media. This made it difficult for new entrants and allowed Isentia to be a dominant industry participant. However, over time, barriers to entry have been eroded by the emergence of a number of key trends:

- media shifting from traditional media to social and online, 24-hour news cycle, with the convergence of earned media with paid and owned media
- technology providing opportunities for disruptors, increasing accessibility of earned media data and insights. Media monitoring has changed from a traditional labour-intensive media clipping business, towards highly technological machine learning and artificial intelligence
- media intelligence becoming a global business with variable growth profiles across developed and emerging markets
- potential imbalance between competitors on the payment of copyright fees for publishers and broadcasters
- increasing demands from content owners in relation to copyright and supply fees.

Competition

The level of competition is increasing in the ANZ media monitoring industry, eroding Isentia's historical market dominance. With the arrival of low-cost competitors, customers are becoming more price sensitive. Contracts are typically one year in duration (although vary from three months to a few years), and renewals are increasingly subject to a tender process.

¹¹ Source: Burton-Taylor International Consulting, 2021 (**Burton Taylor**).

Meltwater and Stream's entry into the market over the last 7-8 years has introduced lower cost automated products which are faster to market. Meltwater rapidly increased market share in 2017 while Isentia was focused on integrating the recently acquired content marketing company, King Content. Over this period, Isentia's delivery of new products and features slowed. Meltwater continues to have a significant presence in the APAC region, with preliminary estimates from Burton-Taylor indicating that Meltwater may have overtaken Isentia in CY20 revenue to become the largest media intelligence provider in the APAC region. Stream is understood to still be growing strongly through its technology platform.

Industry trends

The ANZ market has experienced the following trends:

- the number and strength of competitors entering the market increasing
- a decline in traditional media volumes as social and online media proliferate
- acceleration of news cycle driving customers to value speed in addition to relevance
- greater focus on features and functions of the product by customers
- speed of delivery being a higher client demand than human curated reports
- increased demands for earned media data and insights applications
- demands for increasing transparency and consistency on copyright fees across the industry.

As a result, the market has experienced increasing demand for greater speed and functionality of products, powerful on-platform analytics and insights, and self service options supplemented with human expertise. These factors necessitate significant expenditure on product development in order to remain competitive.

An overview of the various market trends is provided below.

Table 2: Market trends

	In the past		Moving Forward
Client	Communications/ public Relations	→	Communications and marketing
	Company provides the product (do-it-for-me)	→	Self-service options
	Monitoring and simple metrics	→	Analytics and deeper insights
	One-way communications	→	Two-way conversations
	Local focus	→	Multi-market (regional and global) focus
	Traditional media	→	Digital media and social media
	Product	Periodical product	→
Event driven/ reactive		→	Predictive and pro-active
Technology	Capital expenditure and bespoke product	→	Operating expenditure and Software as a Service
	Bespoke technology utilised	→	Modular technology including proprietary and third party
	People/ labour focused	→	Automation and artificial intelligence

Source: Isentia Half-year report for FY19

Content Suppliers

In Australia, access to content from traditional print publishing companies has historically been managed by the Australian Copyright Agency. An annual fee is levied by the Australian Copyright Agency on media intelligence companies, and that fee is then distributed amongst the publishing companies. Copyright fees are typically a significant cost item for media intelligence companies, often the second largest cost after labour. In recent years, a number of publishers have withdrawn from the Australian Copyright Agency process, instead engaging in direct negotiation with the media intelligence companies. Content from other

publishers such as broadcast, social and online is secured by direct relationships between Isentia and the publisher.

Copyright from the traditional print publishers has been a contentious area in the Australian media intelligence market, with Isentia, Meltwater and Stream involved in actions against Australian Copyright Agency with a view to reducing copyright charges. Stream subsequently changed their approach and signed a multi-year licensing agreement with the agency. The Australian Copyright Tribunal issued orders for an interim licence to apply from 1 December 2018. The licence aligns copyright costs with competitors, introduces a variable volume based fee and reduces copyright costs. Isentia and Meltwater remain before the Australian Copyright Tribunal, with a decision expected in 2021 and the final determination to be retroactive to 1 December 2018.

6.3 South East Asia media intelligence market

Market size and growth

The SEA media intelligence market is considered to be less mature than the ANZ market, with more reliance on local networks and traditional media clipping activities. It has historically demonstrated strong growth, however, over the past year, has been impacted by the COVID-19 pandemic with falling GDP growth rates, restrictions on travel and limited access to computers and internet at home.

Barriers to entry

As a less mature market, there is greater reliance on local networks to drive revenue growth in SEA. The cost to serve customers is higher than ANZ as there is a heavy reliance on manual processing, and preference for VAS services over SaaS. This requires a large workforce and provides economies of scale, increasing the barriers to entry.

Competition

In SEA, competition is primarily locally based, with some competition from Meltwater. In Singapore, the Truscope media intelligence platform was founded by ex-Isentia employees in mid-2020. Truscope was recently selected on the panel for Singapore Government contracts along with Isentia and Meltwater. Dubai-based CARMA International, Inc. and Dataxet have also continued to be competitive in this market

Industry trends

The Asian market has seen increasing demand for:

- social media monitoring due to rapid growth of social platforms
- cross-regional partners driven by growing multi-nationals
- complex media intelligence solutions as local public relations and communications departments grow in sophistication.

7 Profile of Isentia

7.1 Background

Inception to mid-2017

Isentia provides media intelligence services to public and private sector clients in ANZ and SEA. Founded in 1982 as a traditional press-clippings business, Isentia has evolved into a media intelligence service provider through both organic growth and an aggressive acquisition strategy. In July 2010, Isentia was acquired by an Australian-based private equity firm, management shareholders and a group of other investors. Under that ownership, Isentia expanded into SEA and into social media.

On 5 June 2014, Isentia was listed on the ASX, with a market capitalisation of \$408.0 million.¹² At the time it had a 28% share of the APAC market and a 90% share of the ANZ media monitoring market.¹³ In August 2015, Isentia acquired King Content for \$46.8 million¹⁴ and its share price reached a peak of \$4.95 in December 2015. In mid to late 2016, it expanded its presence in Asia through several bolt on acquisitions.¹⁵ As at June 2017, Isentia had significant scale with 1,200 full-time equivalent staff in 20 offices in 12 countries.

Mid-2017 to mid-2018

Isentia experienced significant challenges in integrating King Content into the Isentia business, which resulted in the loss of a number of key customers and a lack of focus on product development. As a result, King Content was fully written down in FY17 and in October 2017, Isentia announced that it would exit the King Content business to focus on its core business. At the same time, Isentia experienced an increase in competition and changes in industry dynamics required rapid product innovation. Isentia's legacy IT infrastructure allowed new competitors to take market share, resulting in significant churn commencing in the first half of FY17 (**1H17**), which impacted earnings from 2H17 and continued into subsequent periods. At the same time, substantial fixed copyright fees compressed margins, limiting cash flow generation and the Company's ability to repay substantial borrowings utilised to fund the King Content acquisition.

In February 2018, John Croll, Chief Executive Officer, announced his resignation. The Asia business integration remained incomplete. Isentia ceased paying a dividend from 2H18 and the share price closed at \$0.36 on 31 August 2018.

Turnaround strategy and 3 Year Strategic Plan FY20-FY22

Following the appointment of Ed Harrison as Managing Director and Chief Executive Officer in August 2018, a six month strategic review process was undertaken involving a change in leadership (new executive team), multi-market technology review, product and project management (new talent and processes), seeking client feedback, a review of changing underlying economics, a review of the Asia business and a review of governance (new Board members with diverse perspectives).¹⁶

In response to an increase in industry competition and evolving customer requirements, in August 2018, Isentia management identified the following strategic priorities for FY19 with the objective of responding quickly to market changes and prepare for long-term transformation:

- renewing Board and management to bring expertise and fresh perspective
- strengthening product development and innovation to meet market demands
- restructuring sales and account management teams to drive productivity
- streamlining cost structure and operations to address cost base (\$11 million of cost savings by the end of FY20)
- pursuing level playing field for copyright through Copyright Tribunal.

¹² Calculated based on 200,000,001 shares at an offer price of \$2.04 per share.

¹³ Source: Burton-Taylor Asia-Pacific Media Intelligence Market, January 2014. Sourced from IPO prospectus.

¹⁴ Comprising cash of \$27.4 million and contingent consideration of \$19.4 million (of which \$6.8 was subsequently paid).

¹⁵ Includes acquisition of South Korean media intelligence company Social Net Creator in June 2016, as well as several bolt-on acquisitions in Thailand, Vietnam and Hong Kong. In December 2016, it acquired Shanghai-based China Newswire, a SaaS platform providing news monitoring and content marketing distribution services to clients in China.

¹⁶ 1H FY19 Results Presentation, page 23.

Isentia made progress against these goals, establishing a new business development team, stabilising sales in ANZ and increasing skills base, delivering on cost savings program, delivering automation projects to reduce production employees and making progress in the Copyright Tribunal proceedings.

Following the strategic review, Isentia launched a 3 Year Strategic Plan in February 2019 that was focused on:

- operational efficiencies from system consolidation and automation (e.g. of press workflow)
- increased investment in client-focused product pipeline and technology
- investment in Asian growth markets to drive scale.

These initiatives were aimed at achieving three year revenue compound annual growth rate (**CAGR**) targets over FY20 to FY22 of 1% to 3% in ANZ, and 5% to 10% in SEA, and underlying EBITDA growth of 10% to 20%.

Isentia announced in June 2020 that it would exit the NA business (effective September 2020) and enter into a strategic alliance for the region with Hong Kong-based Wisers Information Limited. This decision was taken following an extensive strategic review of the NA business which continued to be impacted by the ongoing decline in print media and, despite significant cost reduction programs, the business remained loss making and cash flow negative.

COVID-19 pandemic and cyber security incident

Isentia's progress towards achieving the 3 Year Strategic Plan was stymied by the COVID-19 pandemic from the first quarter of FY20 (**1Q20**). COVID-19 impacted the SEA market in particular, and a cyber security incident (in 3Q20) severely disrupted operations, particularly in ANZ.

Although COVID-19 has had limited impact on the ANZ operations, second waves of COVID-19 impacted the SEA business due to reduced business development opportunities, and restrictions on travel limited progress of the newly formed centralised management team's ability to support their local markets.

In October 2020, a ransomware cyber security incident occurred causing an almost four-week system wide lock-up. During the four week period Isentia was unable to provide minimum services to their clients. The impact was largely seen in the ANZ business where billing was significantly reduced, whilst in SEA, clients were able to be billed in line with the regular billing cycle due to manual work being available to replace the affected systems. The cyber security incident has also caused further indirect revenue loss from delays in the delivery of a number of product development projects by 4 to 8 months. These projects were seen as important in influencing the rate of client churn in 2H21. This was due to the reallocation of project resources in order to remediate the systems impacted by the cyber security incident. Isentia's focus on remedying the cyber incident has resulted in competitors taking further market share.

Today

With declining revenues, Isentia's cash flows are increasingly insufficient to fund development requirements whilst also continuing to maintain debt repayments and meeting banking covenants. As at 11 June 2021, the last trading day prior to the announcement of the Scheme, Isentia had a market capitalisation of \$13.7 million.¹⁷

¹⁷ Calculated based on 202,178,840 shares at a closing price of \$0.068 per share.

7.2 Operations

Overview

Isentia provides media intelligence services to approximately 2,500 public and private sector clients across ANZ and SEA. These services include media database access, media release distribution, media monitoring, social media monitoring, media analysis and content marketing.

Isentia's head office is located in Sydney, with 7 additional offices across ANZ and 6 in SEA. At May 2021, Isentia had 867 full-time equivalent staff, including 339 in ANZ, 432 in SEA, and 96 at head office. The Isentia office locations are provided below

Figure 3: Isentia office locations



Source: Isentia website and KPMG Corporate Finance analysis

Services

Isentia utilises proprietary software and systems that capture, enrich and interpret data from various media and social media sources. Isentia then delivers this information to its clients over several proprietary SaaS platforms, including the Mediaportal platform which provides clients with a cloud-based workspace to inform, organise and report on media intelligence across their organisation.

In addition, Isentia offers its clients other VAS offerings, including social media monitoring and analysis services, quantitative and qualitative insight media reports and bespoke media contact databases.

One of Isentia's competitive advantage is its VAS offering, allowing Isentia to combine the on-platform analytics tools with access to research teams to provide in depth, high quality insights. Isentia's ability to blend people, systems and services to deliver an end-to-end solution gives it a competitive advantage over the low cost, pure SaaS offerings of its competitors.

Isentia's VAS products include Media Analysis Reports, a service which leverages its media monitoring capabilities, datasets and proprietary research methodologies to create in-depth assessments of clients' media impact media coverage. The reports assess the effectiveness of communications and campaigns and include analysis on the positive or negative sentiment being expressed in media coverage as well as the effectiveness of communications and campaigns. These reports are designed to enable clients to plan and evaluate their performance both on internal KPIs¹⁸ as well as chosen benchmarks against competitors.

¹⁸ Key performance indicators.

Isentia also provides Daily Briefings which are a critical snapshot of the latest news, delivered to clients by email, in a mobile friendly format. Isentia's team of editors produce an easy to read report of critical coverage from TV, newspapers, social media, online and radio to keep clients informed about media mentions of their own brand name, their executives, industry news, as well as competitor activity.

Product development projects

As part of the 3 Year Strategic Plan, Isentia is undertaking product development projects which are intended to bring its offering to an equivalent standard to that of its competitors and arrest the ongoing trend of loss of customers. The most notable projects are aimed at improving the user experience via a more contemporary look and feel of the platform, and the automation of broadcast media, which is expected to increase the speed of delivery and reduce back office costs. Isentia's product development projects are described below.

Table 3: Product development projects

Project	Description
Security improvements	Rapidly increasing the security posture of Isentia following the 26 October 2020 cyber security incident.
Qubit	Deliver a new experience design, information architecture, and navigation design completely focused on best-class- usability, customer experience and delight.
Broadcast Product Automation	Change the broadcast media product from 100% human summary based to be an automated, high speed, lower cost, scalable product using machine learning and natural language processing technologies.
Reports	Remove legacy systems and streamline multiple alert and reporting features. Also to optimise Asia account support workflows and reduced manual work.
Social Engagement	Expanding capability for social media monitoring, analysis and reporting in Mediaportal.
Mediaportal app	A world-class, market-centric mobile app that supports users with their workflow during critical periods.

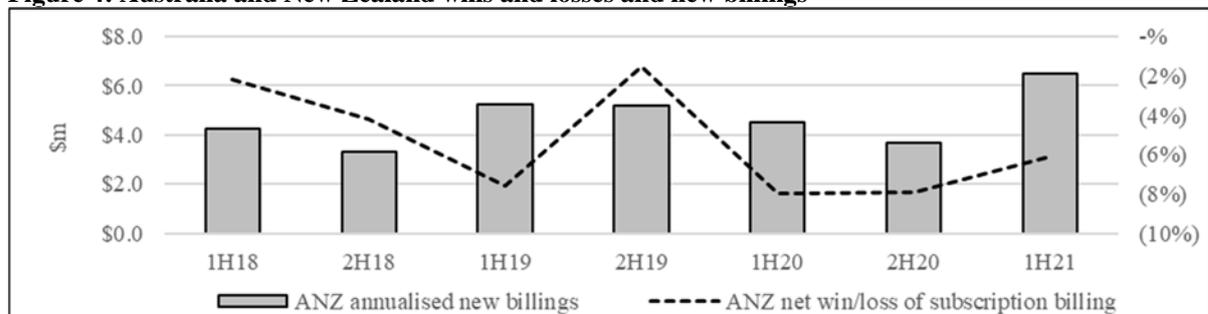
Source: Isentia results presentations.

As a result of the cyber security incident and the investment in time required by Isentia's technology team to mitigate its impact, key product development projects have been delayed by approximately 4 to 8 months.

Client acquisition and retention

Isentia's win/loss revenue ratio and new billings in its key ANZ business is illustrated in the following chart.

Figure 4: Australia and New Zealand wins and losses and new billings



Source: Isentia results presentations and KPMG Corporate Finance analysis

Note: Annualised new billings reflect the average monthly new SaaS revenue for the half-year, multiplied by 12.

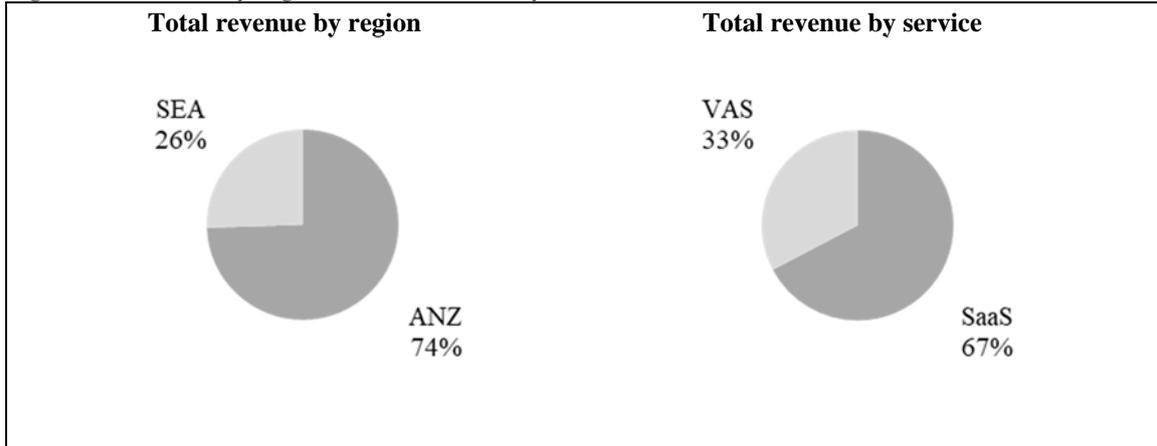
The impact of digital disruption and new competitors entering the ANZ market has driven net losses of clients over recent years. Isentia achieved an increase in the value of new billings in 1H19 and 2H19, and reduced net losses in 2H19, however, in subsequent periods the value of new billings was lower and net losses were in excess of 6%.

Delays in product development activities as a result of the cyber security incident have resulted in a continuation of trends in net losses and have limited new business in 2H21. It should be noted that in ANZ there are a significant number of renewals in June and July, and consequently, the full impact of these delays on net losses and new business will not be known until August 2021.

Revenue composition

The relative revenue contribution by service and region in the 11 months to 31 May 2021 (**May YTD**) is provided below.

Figure 5: Revenue by region and service – May YTD¹

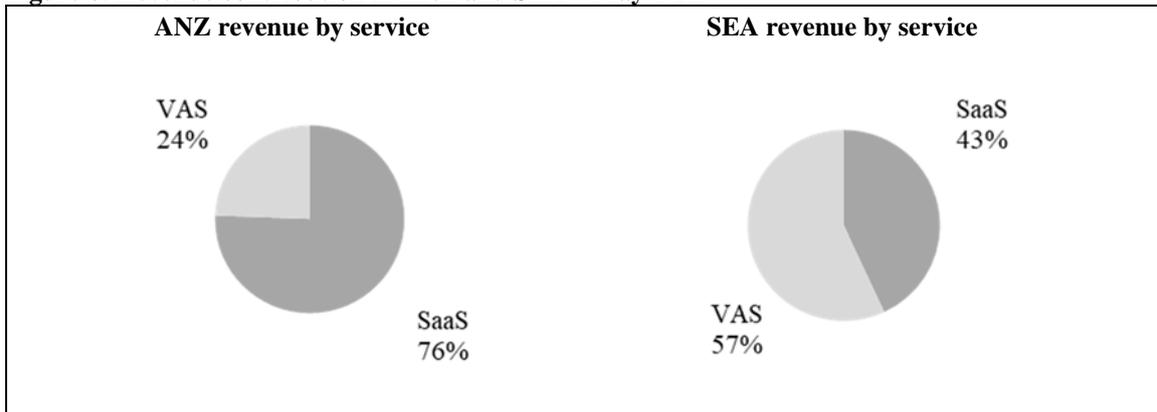


Source: Isentia management and KPMG Corporate Finance analysis
Note 1: Excludes NA.

A majority (74%) of revenue is sourced from ANZ, down from 81% in FY16 as ANZ revenue has declined, and SaaS revenue makes up around two thirds of overall revenues.

The contribution of SaaS and VAS revenue in ANZ and SEA in May YTD is provided below.

Figure 6: Revenue contribution in ANZ and SEA – May YTD¹



Source: Isentia management and KPMG Corporate Finance analysis
Note 1: Excludes NA.

In ANZ, VAS purchases are usually sourced from existing SaaS subscribers, often clients seeking some further insights for a particular project or campaign. VAS purchases have increased from 19% of revenue in FY16 to 24% in May YTD. In SEA, VAS purchases are made under separate subscription arrangements to SaaS contracts. In recent years, aggregate VAS revenues have exceeded SaaS revenues.

7.3 Financial performance

The financial performance of Isentia for FY18, FY19, FY20, 1H21 and May YTD is set out below.

Table 4: Financial performance of Isentia

Period	FY18	FY19	FY20	1H21	May YTD
\$ million unless otherwise stated	Restated	Audited	Audited	Reviewed	Unaudited
Operating revenue:					
ANZ	97.7	87.6	76.4	30.7	56.9
SEA	20.4	23.9	25.4	11.2	19.5
Total operating revenue (continuing)¹	118.1	111.6	101.7	41.8	76.4
Content marketing (discontinued)	4.6	-	-	0.0	-
NA (discontinued)	14.4	10.9	8.5	1.0	-
Total costs ²	(84.7)	(87.5)	(79.6)	(37.4)	(66.2)
Underlying EBITDA:³					
ANZ	40.2	34.4	30.6	8.9	-
SEA	5.1	4.0	6.1	1.7	-
Head Office	(11.9)	(14.3)	(14.6)	(6.2)	-
Underlying EBITDA (pre-AASB16)	33.4	24.1	22.1	4.5	10.2
AASB16 adjustment ⁴	-	-	3.0	1.4	2.6
Underlying EBITDA (post-AASB16)	33.4	24.1	25.1	5.9	12.8
Other income, discontinued operations and significant and non-operating items	(6.9)	(44.4)	(13.6)	(5.3)	-
Reported EBITDA	26.5	(20.3)	11.4	0.6	-
Depreciation and amortisation	(20.8)	(15.1)	(18.8)	(5.9)	-
Reported EBIT⁵	5.7	(35.4)	(7.4)	(5.2)	-
Finance costs (net)	(2.2)	(2.2)	(2.7)	(1.3)	-
Income tax	(2.2)	3.2	(0.8)	0.6	-
Reported NPAT	1.3	(34.3)	(10.8)	(5.9)	-
Statistics:					
Weighted average ordinary shares on issue (million)	200.0	200.0	200.0	200.0	200.0
Basic earnings per share (cents) ⁶	0.6	(17.2)	(5.4)	(2.9)	n/a
Dividends per share (cents)	3.7	-	-	-	-
Operating revenue growth - ANZ (%)	(9.4%)	(10.3%)	(12.8%)	(22.4%)	(19.3%)
Operating revenue growth - SEA (%)	n/a	17.3%	5.9%	(11.6%)	(16.7%)
Operating revenue growth - total (continuing) (%)	(16.1%)	(5.5%)	(8.8%)	(19.8%)	(18.7%)
Underlying EBITDA margin - ANZ (%) (pre-AASB16)	41.2%	39.3%	40.0%	29.0%	n/a
Underlying EBITDA margin - SEA (%) (pre-AASB16)	24.9%	16.9%	24.0%	15.6%	n/a
Underlying EBITDA margin - total (continuing, post-AASB16) (%)	n/a	n/a	24.6%	14.1%	16.8%
Interest cover (times) ⁷	15.2	11.2	8.3	3.6	n/a

Source: Isentia Annual Reports and Results Presentations for FY18, FY19, FY20, financial reports and results presentations for 1H20 and 1H21, Isentia's ASX announcement on 15 June 2021 and KPMG Corporate Finance analysis.

- Revenue from continuing operations excludes NA operations in all periods and excludes content marketing in FY18. Isentia reported NA separately in FY20 and restated FY19. Revenue and EBITDA for NA in FY18 is provided by Isentia management.
- Total costs is pre-AASB16.
- Underlying EBITDA is earnings before net interest, tax, depreciation and amortisation, other income, losses in content marketing and NA and significant and non-recurring items.
- AASB16 adjustment excludes NA.
- Reported EBIT is earnings before net interest and tax.
- Basic earnings per share is calculated by dividing reported net profit after tax by the weighted average number of ordinary shares outstanding during the year.
- Interest cover is underlying EBITDA (pre-AASB 16) divided by net interest.

In order to analyse the historical performance Isentia's continuing operations, the NA operations have been treated as discontinued in all periods presented.

FY18 to FY20

Isentia's continuing revenue declined by 13.9% from FY18 to FY20 as growth in SEA was more than offset by a decline in ANZ revenue reflecting pricing pressure and customer churn as a result of competitive pressure.

Underlying EBITDA from continuing operations (pre-AASB16) declined by 33.8% from FY18 to FY20, reflecting:

- the aforementioned decline in revenue, and
- investment in key strategic areas for growth, inflationary pressure and lower capitalisation of internal labour (due to a shift in the product development investment profile)¹⁹

partially offset by:

- a reduction in cost of sales in FY19 due to the interim copyright licence, effective from 1 December 2018, with the full impact experienced in FY20
- cost savings achieved under the 3 Year Strategic Plan as follows:

Table 5: Cost savings

	FY18	FY19	FY20
Incremental savings	2.4	5.2	3.0
Cumulative savings	2.4	7.6	10.6

Source: Isentia Results Presentations FY18, FY19 and FY20.

1H21

Relative to 1H20, Isentia's 1H21 revenue declined by 19.8%, reflecting:

- a 22.4% decline in ANZ revenue as a result of the non-billing of customers during the cyber incident (\$3.1 million impact) and continued competition (14.4% decline in ANZ revenue), and
- an 11.6%²⁰ decline in SEA revenue as a result of the non-billing of customers during the cyber incident (\$0.2 million impact), ongoing COVID-19 restrictions (which impacted new business and hampered the progress of the newly formed centralised management team) and adverse foreign exchange movements

Relative to 1H20, Isentia's 1H21 underlying EBITDA from continuing operations (pre-AASB16) declined by 60.3%, reflecting the aforementioned decline in revenue, as well as the fixed nature of copyright costs, partially offset by incremental cost savings achieved of \$1.2 million (relative to 2H20).

May YTD

Isentia's May YTD revenue was 18.7% lower than in the prior comparable period as a result of:

- continued competition in ANZ which has affected customer retention and pricing
- competition and ongoing COVID-19 headwinds in SEA
- a \$3.3 million direct impact on revenue from the cyber security incident, and
- the delay to key strategic projects which were aimed at reducing churn.

Isentia's May YTD underlying EBITDA was 43.1% lower than in the prior comparable period and mainly reflects the decline in revenue.

¹⁹ Source: FY19 Full Year Results Presentation, p.15.

²⁰ Source: 1H21 Financial Report, pp.12 and 13.

Other income, discontinued operations and significant and non-operating items

Isentia has identified the following other income and significant and non-recurring items.

Table 6: Isentia other income, discontinued operations and significant and non-operating items

Period	FY18	FY19	FY20	1H21
\$ million unless otherwise stated	Restated	Actual	Actual	Reviewed
Impairment of assets	(1.8)	(41.0)	(10.4)	(1.3)
Restructuring costs	(1.9)	(2.0)	(0.9)	(0.2)
Gain/(Loss) on disposal of assets	(0.5)	(0.2)	(0.1)	0.0
EBITDA loss from content marketing	(4.5)	-	-	-
NA exit expenses	-	-	(2.8)	(0.4)
NA losses ¹	(0.3)	(1.0)	(0.3)	(0.4)
Fair value adjustment on contingent consideration	1.9	0.0	1.3	-
Legal and settlement proceeds/(costs)	1.1	(0.6)	(1.0)	(2.8)
Proceeds from insurance claim for cyber incident	-	-	-	0.2
Other ²	(0.8)	0.4	(0.1)	(0.5)
Other income - customer referral fees	-	-	0.7	-
Total other income, discontinued operations, significant and non-operating items	(6.9)	(44.4)	(13.6)	(5.3)

Source: Isentia Annual Reports and Results Presentations for FY18, FY19, FY20, financial reports and results presentations for 1H20 and 1H21 and KPMG Corporate Finance analysis.

Notes:

1. NA losses are pre-AASB16 in FY18 and FY19 and post AASB16 in FY20 and 1H21.
2. Legal and settlement costs in FY19 and FY20 reallocated from Other to Legal and settlement proceeds/(costs).

Isentia recorded substantial impairments in FY19 and FY20. The impairment of \$41.0 million in FY19 relates to software (\$3.2 million) and brands (\$18.8 million) that were no longer being used and goodwill (\$19.0 million) as a result of competitive operating environment in ANZ. The impairment of \$10.4 million in FY20 mainly relates to impairments on the exit of the NA operations (\$9.9 million).

In addition to underlying EBITDA losses generated from NA (\$0.3 million post-AASB16 in FY20), other items that are associated with the exit in FY20 include non-recurring customer referral fees from Wisers (\$0.7 million), a fair value gain on contingent consideration (\$1.3 million), impairment of assets (\$9.9 million), NA exit expenses (\$2.8 million) and a tax benefit (\$0.5 million). An additional \$0.4 million of NA exit expenses were incurred in 1H21.

Legal and settlement costs mainly relate to Copyright Agency Ltd (CAL) legal fees as well as non-recurring costs associated with remedying the cyber incident in 1H21, which were partially offset by \$0.2 million of proceeds from an insurance claim.

AASB16 Leases

In FY20, the adoption of AASB16 Leases resulted in an increase in underlying EBITDA of \$3.9 million (continuing and discontinued operations), offset by an increase in depreciation of \$3.6 million and net finance costs of \$0.4 million.

Reported NPAT, earnings per share and distributions

As a result of the decline in Isentia's underlying EBITDA and substantial significant and non-recurring items, relatively large amortisation charges (mainly related to customer relationships and contracts and software) and steady interest expenses²¹ (as the impact of a reduction in borrowings was offset by an increase in interest rates) reported NPAT in FY18 was \$1.3 million and earnings per share (EPS) was 0.6 cents, and NPAT and EPS were negative in subsequent periods.

²¹ Other than the one off impact of adopting AASB16 Leases.

Isentia ceased paying a dividend from 2H18 in order to conserve cash and provide greater investment flexibility for future growth with priorities including product development and debt reduction.

Taxation

Isentia had nil tax losses as at 30 June 2020. As at 31 December 2020, Isentia had \$1.6 million of carried forward research and development tax offsets, although these are expected to reduce as at 30 June 2021 as a result of the cyber incident.

7.4 Financial position

The audited financial position of Isentia as at 30 June 2018, 30 June 2019 and 30 June 2020 and the reviewed financial position as at 31 December 2020 are summarised in the following table.

Table 7: Financial position of Isentia

As at	30 June 2018	30 June 2019	30 June 2020	31 Dec 2020
\$ million unless otherwise stated	Restated	Audited	Audited	Reviewed
Receivables and prepayments	26.5	22.2	19.1	15.4
Trade and other payables, contract liabilities, current tax liabilities	(18.5)	(24.6)	(17.4)	(18.0)
Net working capital	8.0	(2.4)	1.8	(2.6)
Assets classified as held for sale (net)	-	-	0.1	-
Property, plant and equipment	4.6	3.8	2.4	2.0
Right-of-use assets	-	-	7.5	5.8
Intangibles	142.4	97.3	81.2	78.0
Deferred tax assets	3.5	3.5	5.4	6.2
Lease liabilities	(0.6)	(1.2)	(8.4)	(6.0)
Contingent consideration	(3.7)	(1.3)	-	-
Deferred tax liabilities	(14.2)	(7.1)	(7.8)	(7.3)
Provisions	(6.2)	(6.0)	(10.0)	(6.1)
Derivative financial instruments (net)	-	(0.3)	(0.1)	-
Total funds employed	133.8	86.4	72.1	70.1
Cash and cash equivalents	11.9	14.7	16.2	9.7
Borrowings	(55.3)	(42.9)	(40.6)	(39.9)
Net borrowings	(43.3)	(28.2)	(24.4)	(30.2)
Net assets	90.4	58.2	47.7	39.9
Statistics:				
Shares on issue at period end (million)	200.0	200.0	200.0	200.0
Net assets per share (\$) ¹	0.45	0.29	0.24	0.20
Net working capital as a percentage of sales (%) ²	5.8%	(1.9%)	1.6%	(2.7%)
Gearing (%) ³	32.4%	32.6%	33.8%	43.1%

Source: Isentia Annual Reports for FY18, FY19, FY20, financial reports for 1H20 and 1H21 and KPMG Corporate Finance analysis.

Notes:

1. Net assets per share is calculated as net assets divided by the number of Isentia shares at period end.
2. Calculated based on sales for continuing and discontinued operations for the last 12 month period.
3. Gearing represents net borrowings divided by the sum of net borrowings and net assets.

Isentia's net assets have declined from \$90.4 million at 30 June 2018 to \$39.9 million at 31 December 2020, mainly reflecting the amortisation and write off of intangibles as well as a reduction in working capital in line with earnings performance and as a result of \$4.1 million of deferred payments as at 31 December 2020 as management has sought to preserve cash. These declines were partially offset by a reduction in net borrowings and contingent consideration in FY19 and FY20. Net assets per share declined from \$0.45 to \$0.19, while gearing increased from 32.4% to 43.1%.

A majority of Isentia's assets are comprised of intangible assets and it has relatively low fixed asset and working capital requirements. Intangible assets of \$78.0 million as at 31 December 2020 includes goodwill (\$53.7 million), customer relationships and contracts (\$2.8 million), purchased software (\$0.6 million) and internally generated software (\$21.0 million).

Right of use assets of \$5.8 million as at 31 December 2020 includes property (\$5.2 million), equipment (\$0.2 million) and software (\$0.4 million).

All provisions as at 31 December 2020 are operating in nature other than \$0.1 million of provisions relating to the NA exit. Isentia management has advised that all provisions as at 31 May 2021 are operating in nature.

Borrowings

In October 2020, Isentia refinanced its bank loan facilities. Details of the financing facilities available and debt maturity profile of Isentia as at 31 December 2020 are set out in the following table.

Table 8: Isentia financing facilities as at 31 December 2020 and 31 May 2021

\$ million	Total facility	Debt drawn	Guarantee drawn	Available facility	Maturity
Facility A: Amortising facility	33.5	33.5	-	-	13 Oct 2023
Facility B: Revolving cash advance	12.0	6.5	-	5.5	13 Oct 2023
Facility C: Bank guarantee and corporate credit cards	1.1	-	0.4	0.7	13 Oct 2021
Total interest bearing liabilities	46.6	40.0	0.4	6.2	
Less: capitalised borrowing costs		(0.1)			
Borrowings per financial position		39.9			

Source: Isentia 1H21 financial report, Isentia management and KPMG Corporate Finance analysis

Isentia's facilities as at 31 May 2021 were the same as those as at 31 December 2020.

As at 31 May 2021, Isentia had \$6.2 million of undrawn floating rate facilities. Facilities A and B have a maturity date of October 2023 and Facility C has a maturity date of October 2021. The amortising facility loan is repayable in quarterly \$750,000 instalments over the three year period, with the balance due on maturity.

Isentia's weighted average interest rate on bank loans increased from 3.49% per annum in FY18 to 4.00% per annum in FY19, then 4.81% per annum in FY20, before declining to 4.4% per annum in 1H21. Isentia's gearing ratio increased from 32.7% as at 30 June 2016 to 45.4% as at 31 May 2021.

Isentia's lenders have incrementally tightened lending covenants over the last few years while Isentia's performance has deteriorated.

The financial covenants relating to Isentia's current debt facilities applicable to the 31 December 2020 and 31 March 2021 testing dates, together with its actual performance with respect to each of these covenants, are set out in the following table.

Table 9: Financial covenants

Ratio (times)	Covenant	Actual	
		31 Dec 2020	31 Mar 2021
Gross Leverage Ratio ¹	< 2.75	2.18	2.25
Debt Service Coverage Ratio ²	> 1.50	2.42	2.86

Source: Isentia Financial Report for 1H21, Isentia management and KPMG Corporate Finance analysis

1. Gross Leverage Ratio is gross debt divided by LTM EBITDA. EBITDA is defined as earnings before net interest, tax, depreciation, amortisation or impairment, share based employee compensation, gains or losses on sale, restructuring costs, unrealised gains and losses on derivatives and significant (and non-recurring) or extraordinary or unusual items and allows for the add back of lost revenues and costs related to the cyber incident.
2. Debt Service Coverage Ratio is LTM EBITDA less net capital expenditure, divided by the sum of net interest expense and scheduled principal amortisation.

Isentia was within covenants as at the last testing date, 31 March 2021. Following the cyber incident, Isentia's lender reset Isentia's banking covenants to 31 March 2022. The Directors have performed a reforecast of Isentia's financial results and expect to be compliant with these covenants during the period to 31 March 2022, however, there is limited headroom in Isentia's forecast covenant compliance, and a failure to meet its forecasts may result in a covenant breach.

7.5 Cash flows

The audited cash flow statement for Isentia for FY18, FY19, FY20 and 1H21 are summarised in the following table.

Table 10: Cash flow statement of Isentia

Period	FY18	FY19	FY20	1H21
\$ million unless otherwise stated	Restated	Audited	Audited	Reviewed
Underlying EBITDA (continuing operations, post-AASB16)	33.4	24.1	25.1	5.9
NA EBITDA loss	(0.3)	(1.0)	(0.3)	-
EBITDA loss from content marketing	(4.5)	-	-	-
Underlying EBITDA (post-AASB16, including content marketing)¹	28.6	23.1	24.8	5.9
Payments for property, plant and equipment (net)	(1.1)	(1.2)	(0.7)	(0.2)
Payments for intangibles	(8.5)	(7.1)	(7.8)	(3.5)
(Increase)/decrease in net working capital	7.1	7.8	(0.9)	(0.2)
Net cash from operating activities after capital expenditure (before interest and tax)	26.1	22.6	15.3	2.0
Net finance costs paid	(2.1)	(2.2)	(2.6)	(1.2)
Income taxes paid	(3.5)	(0.2)	(3.1)	(1.0)
Proceeds from disposal of subsidiary	-	-	-	0.1
Other investing cash flows	(0.2)	0.0	0.1	-
Proceeds from release of security deposits	-	-	-	0.2
Proceeds from customer referral fees	-	-	-	0.7
Contingent consideration payout	(2.4)	(2.5)	-	-
Repayment of borrowings (net)	(10.0)	(12.0)	(2.3)	(0.8)
Repayment of leases	(0.1)	(0.4)	(4.0)	(1.6)
NA operating cash flows	-	-	-	(0.3)
NA exit costs	-	-	-	(3.2)
Other one-off items including restructuring costs	(1.6)	(2.6)	(2.0)	(1.5)
Dividends paid	(7.5)	-	-	-
Net cash flow	(1.2)	2.8	1.4	(6.6)
<i>Cash and cash equivalents at the beginning of financial period</i>	<i>13.3</i>	<i>11.9</i>	<i>14.7</i>	<i>16.2</i>
<i>Cash and cash equivalents at the end of financial period</i>	<i>11.9</i>	<i>14.7</i>	<i>16.2</i>	<i>9.7</i>

Source: Isentia Annual Reports and Full Year Results Presentations for FY18, FY19, FY20, financial reports and results presentations for 1H20 and 1H21 and KPMG Corporate Finance analysis.

Note 1: 1H21 EBITDA excludes NA EBITDA loss.

In FY18 and FY19, operating profits and reductions in working capital were utilised to fund internally generated and purchased software intangibles, capital expenditure, interest on borrowings, contingent consideration and restructuring costs and repay borrowings. A dividend was paid with respect to 1H18 earnings, however, no dividend was paid in FY19 in order to preserve cash.

In FY20 and 1H21, cash flow from operations were lower as a result of a decline in earnings and an increase in working capital. Isentia continued to invest in internally generated and purchased software intangibles, however, capital expenditure was curtailed. Cash was used to repay a modest amount of borrowings and lease liabilities, and fund ongoing restructuring costs, one-off NA exit costs net of

customer referral fees (\$2.6 million) and the direct impact of the cyber incident (\$4.1 million²²). Despite the reduction in borrowings, interest costs increased as interest rates increased.

7.6 Outlook

FY21 estimate

Isentia management have included the following estimates for FY21 in Section 4.5 of the Scheme Booklet.

Table 11: Isentia FY21 estimate

Period	FY20	FY21
\$ million unless otherwise stated	Audited	Estimate
Operating revenue:		
ANZ	76.4	61.5 - 62.5
SEA	25.4	20.5 - 21.5
Total operating revenue (continuing)¹	101.7	82.0 - 84.0
Total costs ²	(76.7)	(68.5) - (69.5)
Underlying EBITDA (post-AASB16)³	25.1	13.5 - 14.5
Statistics:		
Operating revenue growth - ANZ (%)	(12.8%)	(18.2%) - (19.5%)
Operating revenue growth - SEA (%)	5.9%	(15.2%) - (19.1%)
Operating revenue growth - total (continuing) (%)	(8.8%)	(17.4%) - (19.4%)
Underlying EBITDA margin - total (continuing, post-AASB16) (%)	24.6%	16.5% - 17.3%

Source: Isentia Annual Report and Results Presentation for FY20, Scheme Booklet and KPMG Corporate Finance analysis.

Notes:

1. Revenue from continuing operations excludes NA operations.
2. Total costs is post-AASB16.
3. Underlying EBITDA is earnings before net interest, tax, depreciation and amortisation, other income, losses in NA and significant and non-recurring items.

Isentia management have estimated revenue and underlying EBITDA from continuing operations (post AASB16) for FY21 to be \$82.0 to \$84.0 million and \$13.5 to \$14.5 million (which includes unaudited actual results for the 11 months to 31 May 2021). The decline in revenue reflects:

- continued competition in ANZ which has affected customer retention and pricing
- competition and ongoing COVID-19 headwinds in SEA
- a \$3.3 million direct impact on revenue from the cyber security incident
- the delay to key strategic projects which were aimed at reducing churn

EBITDA was impacted by the decline in revenue and \$0.2 million incremental cyber security and insurance costs.

Significant and non-recurring items in FY21 are estimated to be in the range of \$6.0 million to \$6.5 million and include costs associated with the Scheme incurred to date, Copyright Tribunal related expenses, NA trading and closure costs, one-off costs associated with the cyber incident in October 2020 and other restructuring related expenses. Note that the carrying value of intangibles including goodwill and customer relationships (relating to prior year acquisitions) totalling \$78.0 million as at 31 December 2020 are reviewed as part of the year end process which has not been completed at this time. However, we note that based on the offer price from Access Intelligence, there is an indicator of an impairment which is in the

²² Includes \$3.1 million of lost revenues from non-billing of customers and \$1.3 million of costs to remedy the incident net of \$0.2 million of insurance proceeds.

process of being assessed. Any impairment expenses arising as a result of the completion of this process are non-cash and are excluded from the covenants calculations.

7.7 Share capital and ownership

As at 12 July 2021, Isentia's issued capital comprised:

- 203,012,599 ordinary shares, comprising 200,000,001 quoted shares and 3,012,598 unquoted, restricted shares, and
- 9,883,468 incentive rights.

As at 12 July 2021, Isentia had approximately 4,000 registered Isentia shareholders. The top 20 registered Isentia shareholders accounted for approximately 56% of shares on issue and included Access Intelligence and subsidiaries as well as individuals, nominees and custodian companies. As at 12 July 2021, retail investors (holdings of up to 500,000 shares) accounted for 99% of Isentia Shareholders and 35% of Isentia shares on issue.

As at 12 July 2021, Isentia had received notices from the following substantial shareholders.

Table 12: Substantial shareholder notices as at 12 July 2021

Name of substantial shareholder	Date of notice	Number of shares held	Percentage of issued capital ¹
Vuelio Australia Pty Limited (Australian Sub), Access Intelligence and subsidiaries	15 June 2021	39,708,447	19.64%
Kestrel Partners LLP ²	15 June 2021	39,708,447	19.64%

Source: Substantial shareholder notices on ASX website.

Notes:

1. Issued capital is as at date of notice.
2. Kestrel has a deemed relevant interest in Isentia under section 608(3) of the Corporations Act as Kestrel has voting power of over 20% in Access Intelligence.

Isentia operates a number of employee share plans. The granted and vested share based incentives outstanding as at 12 July 2021 under these plans are as follows.

Table 13: Share based incentives

Type	On issue	Vested	Unvested
Deferred Equity Rights	534,339	-	534,339
Performance Rights	9,349,129	-	9,349,129
Restricted Ordinary Shares	3,012,598	3,012,598	-
Total	12,896,066	3,012,598	9,883,468

Source: Isentia management.

As a result of the Scheme, the Isentia Board will exercise its discretion to ensure that all unvested FY19 Deferred Equity Rights and FY20 Deferred Equity Rights (534,339 in aggregate) will vest, will be exercised and a corresponding number of Isentia shares will be issued in respect of them.

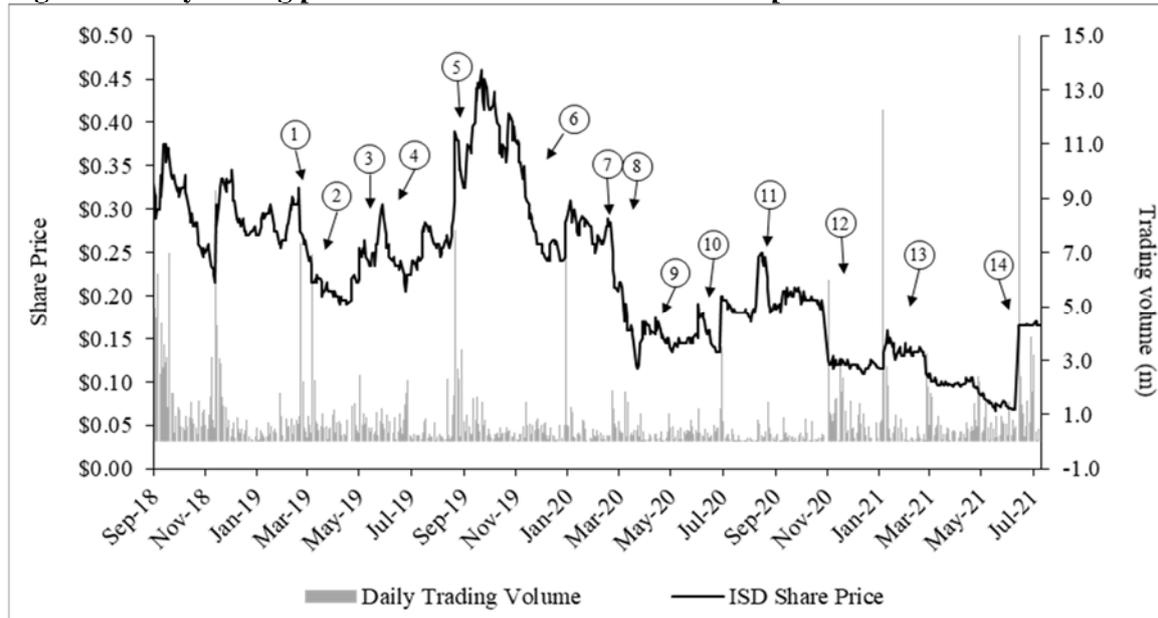
All FY19 Long Term Performance Rights and FY20 Long Term Performance Rights (9,349,129 in aggregate) will lapse, expire or will otherwise be cancelled for nil consideration.

7.8 Isentia share price performance

7.8.1 Recent trading in Isentia Shares

The trading price and volume of Isentia Shares from 1 September 2018 (shortly after the appointment of Ed Harrison as Managing Director and Chief Executive Officer) to 12 July 2021 is illustrated in the following chart.

Figure 7: Daily closing price and volume of Isentia since 1 September 2018



Source: S&P Capital IQ; KPMG Corporate Finance analysis.

The Isentia share price has been volatile over the period presented. The key events over this period include:

1. **22 February 2019:** Release of the 3 Year Strategic Plan and 1H19 results. ANZ revenue declined by 10% as a result of competitive pressure and overall underlying EBITDA decreased by 29.8% due to high fixed copyright costs, with cost-out programs offset by increases in other expenses. NPAT was impacted by a \$22.3 million write-down of goodwill and software. The Isentia share price declined by 30.7% in the two weeks following the announcement.
2. **8 March 2019:** Isentia to be removed from All Ordinaries Index effective 18 March 2019. The share price declined by 8.5% on the date of the announcement and by 15.3% in the subsequent two week period.
3. **24 April 2019:** announcement of interim copyright licence agreement. Share price increased by 12.8% on the date of the announcement.
4. **26 April 2019 to 28 June 2019:** Directors and Spheria purchase Isentia shares.
5. **23 August 2019:** FY19 results released. Underlying EBITDA at \$23.1 million was in line with guidance. The announcement noted the successful delivery of operational efficiencies, new products and the interim copyright licence. Strong cash flow also lead to a \$14.8 million debt reduction. The share price increased by 25.8% on the day of the announcement.
6. **14 November 2019:** at the 2019 Annual General Meeting, it was advised that the structural decline in print monitoring and political situation in Hong Kong had weighed significantly on revenues in NA and ANZ had underperformed management's expectations. As a result, management expected that the rate of revenue decline in FY20 was more likely to resemble that in FY19. The share price declined by 10% on the day of the announcement and by 28.8% in the following two week period.
7. **24 February 2020:** 1H20 results released, which indicated strong growth in SEA had been offset by lower revenue in ANZ due to increased competitive tension and declines in NA, while cost savings had offset increases in costs. The share price declined by 12.3% on the day of the announcement.
8. **Late February and March 2020:** Broad market sell-off with the outbreak of COVID-19.
9. **27 March 2020:** COVID-19 update, which indicated the pandemic had so far had little impact on the business. The share price increased by 20.8% on the day of the announcement and by 37.6% over a three day period.

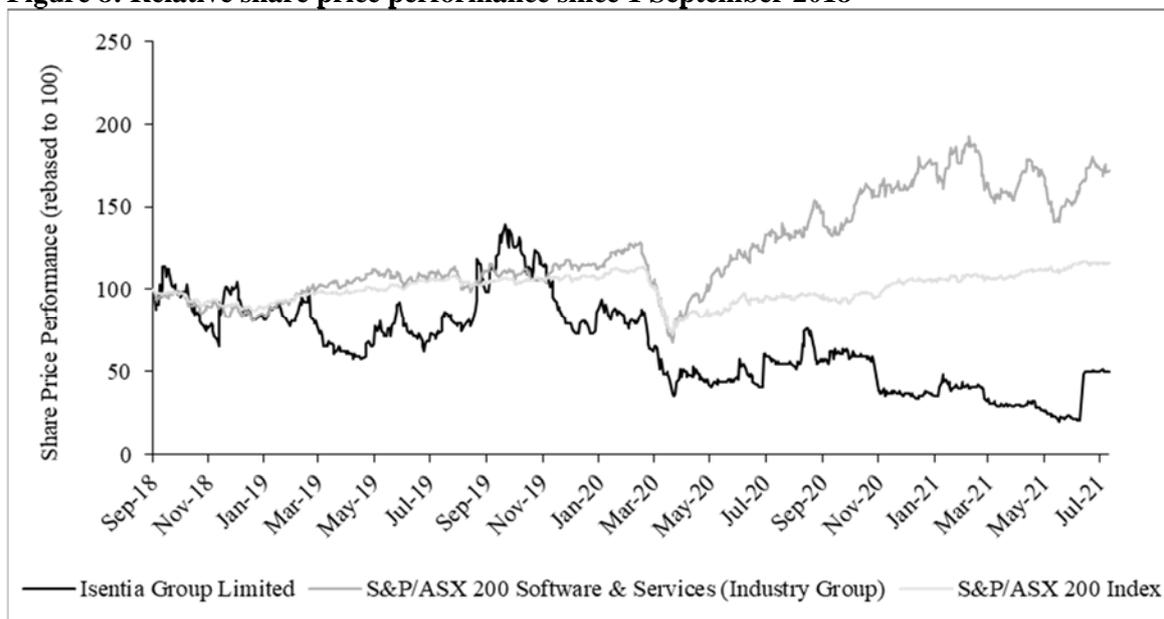
10. **30 June 2020:** NA closure and trading update which indicated that the COVID-19 pandemic was having limited impact on the business. The Isentia share price increased by 45.3% over a two day period, before declining again.
11. **24 August 2020:** FY20 results released, indicating a decline in underlying EBITDA due to moderating growth in SEA, ongoing competitive pressure in ANZ and difficulties in NA. The transformation program had delivered a 10% reduction in total costs. The share price declined by 29.6% over the following week.
12. **3 November 2020:** announcement that the cyber incident was expected to have a \$7 to \$8.5 million impact on FY21 NPBT. The share price declined by 32.4% on the day of the announcement.
13. **26 February 2021:** 1H21 results announced, with revenue impacted by the cyber security incident, COVID-19 impacts in SEA, and ongoing competitive environment in ANZ. The share price declined by 24.3% in the week following the announcement.
14. **15 June 2021:** Announcement of the Scheme.

From 26 February 2021 to 11 June 2021, no trading updates were provided and the share price drifted lower. In the month to 11 June 2021 (the last trading day prior to the announcement of the Scheme), Isentia shares traded in the range of \$0.07 to \$0.08, at a VWAP of \$0.07, and closed at \$0.068.

7.8.2 Relative share price performance

The performance of Isentia Shares from 1 September 2018 to 12 July 2021, relative to the S&P/ASX 200 Index and S&P/ASX 200 Software & Services Index (rebased to 100) is illustrated below.

Figure 8: Relative share price performance since 1 September 2018



Source: S&P Capital IQ; KPMG Corporate Finance analysis.

The Isentia share price underperformed the indices in late February/March 2019 following the 1H19 earnings release and announcement that Isentia would be removed from the All Ordinaries Index, then significantly outperformed in late April to June 2019 on the news of the interim copyright licence and as a result of share purchases by Directors and Spheria, before underperforming again. The Isentia share price outperformed in August and September 2019 following the FY19 earnings announcement which indicated that it had met guidance as new management team performed well despite challenging industry conditions. It then underperformed following the November 2019 AGM which indicated that the decline in FY20 would likely resemble that in FY19.

The Isentia share price tracked the indices in decline at the inception of the COVID-19 pandemic in late February/March 2020. Since April 2020, the share price has broadly tracked the S&P/ASX 200 Index (which both underperformed the S&P/ASX 200 Software & Services Index which recovered), then underperformed both indices from November 2020 when the cyber incident was announced and in late February/early March 2021 following the release of the 1H21 result, before drifting lower.

7.8.3 Liquidity

An analysis of the volume of trading in Isentia Shares, including the VWAP for the period up to 11 June 2021 (the last trading day prior to the announcement of the Scheme) is set out in the following table.

Table 14: Volume of trading in Isentia Shares

Period	Price (low) \$	Price (high) \$	Price VWAP \$	Cumulative value \$m	Cumulative volume m	% of issued capital
1 day	0.07	0.07	0.07	0.0	0.6	0.3%
1 week	0.07	0.07	0.07	0.2	2.4	1.2%
1 month	0.07	0.08	0.07	0.9	12.0	6.0%
3 months	0.07	0.11	0.08	2.8	33.6	16.8%
6 months	0.07	0.17	0.11	8.6	80.6	40.2%
12 months	0.07	0.25	0.13	17.8	140.0	69.8%

Source: CapitalIQ and KPMG Corporate Finance analysis.

During the 12 month period to 11 June 2021, 69.8% of issued shares were traded. This level of trading indicates that Isentia shares are reasonably liquid.

8 Valuation of Isentia

8.1 Summary

We have valued 100% of the equity in Isentia in the range of \$27 million to \$37 million, which corresponds to a value of \$0.13 to \$0.18 per Isentia share. Our valuation assumes 100% ownership of Isentia and therefore incorporates a control premium.

The assessed value for Isentia reflects the estimated market value of Isentia's operating business less non-operating liabilities, estimated net interest bearing liabilities and lease liabilities as at 30 June 2021.

In assessing the value of Isentia's operating business, KPMG Corporate Finance has adopted a DCF analysis as a primary methodology. The value derived from the DCF analysis has been cross-checked using multiples of EBITDA for comparable listed media and media intelligence companies and transactions involving media companies. The valuation of Isentia's operating business is set out in Section 8.3 of this report.

Our valuation of Isentia has been prepared on the basis of 'market value'. The generally accepted definition of market value (and that applied by us in forming our opinion) is the value agreed in a hypothetical transaction between a knowledgeable, willing, but not anxious buyer and a knowledgeable, willing, but not anxious seller, acting at arm's length.

Market value excludes 'special value', which is the value over and above market value that a particular buyer, who can achieve synergistic or other benefits from the acquisition, may be prepared to pay. However, our valuation has had regard to the additional value resulting from synergies that would generally be available to a 'pool' of potential purchasers, being international media intelligence companies of sufficient scale.

The valuation of Isentia is summarised in the table below.

Table 15: Valuation summary

	Section reference	Value	
		Low	High
Value of operating business	8.3	70.0	80.0
Non-operating assets/(liabilities)	8.4	(3.5)	(3.5)
Enterprise value		66.5	76.5
Net interest bearing liabilities	8.5	(34.5)	(34.5)
Lease liability	8.5	(5.0)	(5.0)
Value of equity (100% basis)		27.0	37.0
Diluted number of shares on issue (million)	8.6	203.5	203.5
Value per Isentia share (\$)		0.13	0.18

Source: KPMG Corporate Finance analysis

Our valuation range of \$0.13 to \$0.18 per Isentia share reflects a premium over the \$0.068 closing price on the last trading day immediately prior to the announcement of the Scheme of between 95% and 167% and a premium to the one month VWAP in the range of 85% to 154%. These premiums are significantly higher than premiums that are typically observed, however, are considered reasonable since:

- the valuation assumes that new product releases arrest churn and result in an increase in new business, whereas the share price likely reflects that to date, there is no evidence of a turnaround in the revenue trends
- the valuation incorporates value associated with public company cost savings available to a pool of potential purchasers, and
- the Isentia share price may be impacted factors such as funding concerns and the recent cyber security incident.

8.2 Valuation methodology

8.2.1 Overview

In the absence of any market distortion, the most reliable evidence as to the value of a business is the price at which the business or a comparable business has been bought and sold in an arm's length transaction. Where direct market evidence is unavailable, estimates of value are made using methodologies that infer value from other available evidence. Commonly used valuation methodologies for estimating the value of a business include:

- Capitalised Earnings
- DCF, and
- estimated net proceeds from an orderly realisation of assets (**Net Assets**).

These methodologies are discussed in further detail in Appendix 3.

Ultimately, the methodology adopted is dependent on the nature of the underlying business and the availability of suitably robust information. A secondary methodology is often adopted as a cross-check to ensure reasonableness of outcome, with the valuation conclusion ultimately being a judgement derived through an iterative process.

For profitable businesses, methodologies such as DCF and Capitalised Earnings are commonly used as they reflect 'going concern' values, which typically incorporate some element of goodwill over and above the value of the underlying assets. For businesses that are either non-profitable, non-tradeable or asset rich, Net Assets is typically adopted as there tends to be minimal goodwill, if any.

8.2.2 Selection of methodology

A discussion of the rationale for the selection of the valuation methodologies is set out below.

DCF methodology

A DCF approach was adopted as our primary methodology for Isentia's operating business. This approach allows for analysis of key assumptions and for a range of scenarios to be modelled (e.g. with regard to the timing of new product releases and their impact on churn). The DCF analysis was based on medium-term financial models developed by KPMG Corporate Finance on the basis of a Cash Flow Model provided by Isentia.

KPMG Corporate Finance has undertaken various enquiries in relation to the Cash Flow Model, including holding discussions with Isentia management in regard to the commercial assumptions underlying the Cash Flow Model and their bases. We have reviewed the key commercial assumptions in the context of current economic, financial and other conditions (e.g. industry growth rates). KPMG Corporate Finance is of the view that the forward looking information included in the Cash Flow Model has been prepared on a reasonable basis and, therefore, is suitable as a starting point for our valuations. In making this assessment, we have taken into account the following:

- the Cash Flow Model was prepared by the management of Isentia in conjunction with their advisors
- the Cash Flow Model is based on the FY21 estimate, which reflects actual results to 31 May 2021
- the Cash Flow Model was prepared for the purpose of the Scheme. However, KPMG Corporate Finance has no reason to believe that there is any bias, either positive or negative
- SaaS revenues in ANZ are based on contracts that are typically over a 12 month period. VAS revenue in Australia is generally ad hoc, however, has historically been increasing as a percentage of SaaS revenue. Both SaaS and VAS revenue in SEA is typically contracted.

Where significant uncertainty exists (i.e. in relation to the impact and timing of the new products), various scenarios have been developed to understand the potential impact on value.

We have however not tested individual assumptions or attempted to substantiate the veracity or integrity of such assumptions in relation to any forward-looking financial information, or tested the mathematical integrity of the models. We have however made sufficient enquires including discussing the Cash Flow Model key assumptions with management to confirm that the assumptions have a reasonable basis for adoption and where considered necessary, have made adjustments to reflect our judgement.

Capitalised Earnings methodology

A Capitalised Earnings methodology is appropriate for businesses with a long operating history and a consistent earnings trend that is sufficiently stable to be indicative of ongoing earnings potential. Isentia has experienced a fairly consistent earnings decline in recent years, however, the potential for the new products to arrest churn means that its past performance may not be indicative of future performance. Consequently, multiples of earnings have been used as a cross-check, rather than as the primary valuation methodology.

A Capitalised Earnings approach can be applied to a number of different earnings or cash flow measures, including, but not limited to, EBITDA, EBITA and EBIT and net profit after tax. The choice between parameters is usually not critical and should give a similar result. However, we note that EBITDA is commonly used in capital intensive industries, as differences in depreciation policies adopted by market participants can otherwise make direct comparisons between companies difficult. EBITDA or EBITA are also commonly used in industries where participants have made a large number of acquisitions and, therefore, companies have large amortisation expenses that vary between companies and countries (as is the case for Isentia and the comparable companies). Consequently, multiples of EBITDA have been used as a cross-check.

Determination of the appropriate earnings multiple is usually the most judgemental element of a Capitalised Earnings valuation. With regard to the multiples applied in a Capitalised Earnings approach, they are generally based, where sufficient evidence exists, on implied multiples paid in recent actual transactions in a comparable sector and/or on the multiples implied by trading in comparable listed companies, with appropriate adjustment after consideration has been given to the specific characteristics of the business being valued.

There is limited transaction evidence available from which to calculate meaningful multiples and there are no publicly listed entities that are directly comparable to Isentia, however, we consider Australian media companies to be sufficiently comparable given they are impacted by similar structural headwinds to those experienced in the media intelligence industry.

Net Assets

A net asset or cost based methodology is most appropriate for businesses where the value lies in the underlying assets and not the ongoing operations of the business (e.g. real estate holding companies). Such an approach does not capture growth potential or internally generated intangible value associated with the business and consequently, has not been applied.

8.2.3 Control premium considerations

It is generally acknowledged that, in order to acquire a 100% controlling interest in a company, the acquirer is often required to pay a premium over and above the traded price of a minority or portfolio interest.

Observations from transaction evidence indicate that takeover premiums generally range from 25% to 40%²³ for completed takeovers depending on the individual circumstances. In considering the evidence provided by actual transactions, it is important to recognise, however, that the observed premium for control is an outcome of the valuation process, not a determinant of value and that each transaction will reflect to varying degrees the outcome of a unique combination of factors, including:

- pure control premium in respect of the acquirer's ability to utilise full control over the strategy and cash flows of the target entity
- the level of synergies available to all acquirers, such as the removal of costs associated with the target being a listed entity and/or costs related to duplicated head office functions
- the expected costs to integrate and the uncertainties associated with timing of realising the targeted synergies
- synergistic or special value that may be unique to a specific acquirer
- the nature of the bidder i.e. financial investor vs trade participant
- the stake acquired in the transaction and the bidder's pre-existing shareholding in the target
- the stage of the market cycle and the prevailing conditions of the economy and capital markets at the time of the transaction
- desire (or anxiety) for the acquirer to complete the transaction
- whether the acquisition is competitive
- the extent the target company's share price already reflects a degree of takeover speculation.

Consistent with the requirements of RG 111, we have assumed 100% ownership in valuing Isentia and, therefore, our valuation is inclusive of a premium for control. More specifically, a number of potential

²³ KPMG Corporate Finance analysis based on Mergerstat data for Australian transactions completed between 2008 and 2019, comparing the Mergerstat 'unaffected' share price of the target company to the final offer price.

strategic and financial buyers of 100% of Isentia would be able to save all of Isentia's public company costs (approximately \$1.5 million in FY21).

KPMG Corporate Finance has also considered other synergies available to a 'pool' of potential acquirers. There are relatively few media intelligence companies of sufficient scale with operations in Australia. There are a number of international media intelligence companies that have sufficient scale to acquire Isentia and which may be able to offer a superior technology solution, however, there is significant risk in transitioning customers between technology platforms. Consequently, the DCF analysis assumes that public company costs only are saved.

We have considered a premium for control when assessing our Capitalised Earnings based cross-check. Multiples applied in a Capitalised Earnings methodology are generally based on data from listed companies and recent transactions in a comparable sector, with appropriate adjustment after consideration has been given to the specific characteristics of the business being valued.

8.3 Value of operating business

8.3.1 Discounted cash flow analysis

The DCF analysis was based on a medium-term financial model developed by KPMG Corporate Finance on the basis of a Cash Flow Model provided by Isentia. The DCF analysis projects nominal, after tax cash flows from 1 July 2021 to 30 June 2025, a period of four years. A terminal value is calculated by capitalising net after tax cash flows based on a Gordon growth formula²⁴ based on a terminal growth rate of 2.0% per annum. The terminal value is equivalent to a multiple of 5.6 to 6.5 times FY25 EBITDA. Ungeared, after tax cash flows are discounted by a weighted average cost of capital (WACC) in the range of 11% to 12.5% per annum (refer to Appendix 4). A corporate tax rate of 27% has been utilised. Isentia has nil tax losses although it has research and development credits which have been applied in the cash flows.

Scenario A forms the base line for our DCF analysis. Scenario A assumes:

- **ANZ SaaS:** as a result of the rollout of new products:
 - monthly churn (estimated at 2.6% in FY21) begins to decline in 2H22, declining gradually to 1.6% in FY24 and FY25 (which is above FY18 levels)
 - new business declines from \$0.84 million in FY21 to \$0.83 million in FY22 before increasing to \$0.88 million in FY23 (which is consistent with FY18 levels), then grows steadily to \$1.08 million in FY25
- **ANZ VAS:** VAS as a percentage of SaaS revenue grows steadily from 32.7% in FY21 to 35.2% in FY25 (consistent with historical trends)
- **SEA SaaS:** following a revenue decline of 18.0% in FY21 (mainly as a result of the loss of Singapore Government as a client), revenue returns to growth of 1.5% in FY22. Growth is then expected to increase to 7.5% in FY23 and onwards (consistent with historical growth rates)
- **SEA VAS:** following a revenue decline of 7.6% in FY21, revenue returns to growth of 7.5% in FY22 and onwards (consistent with historical growth rates)

²⁴ $V_0 = \frac{D_0 \times (1+g)}{r-g}$

where D_0 =cash flow, g =long-term growth rate, r =required rate of return.

- **costs:** \$2.1 million of identified labour cost savings are achieved in FY22, however, are more than offset by increases in copyright and social media licensing costs in FY22 and FY23, and inflationary increases in other costs over the forecast period
- **capital expenditure:** \$6 million in FY22, declining gradually to \$5.5 million in FY25, and
- **working capital:** 3% of sales, which is slightly higher than recent historical levels as it is assumed that all payments are made when due.

There are inherent uncertainties about future events and a range of potential outcomes for key assumptions, including:

- **timing and extent of the impact of new products:** new products are expected to reduce churn and increase new business, however, the timing of this impact will depend on product release dates and contract renewal dates, among other things. It is also uncertain how the new products will be received by the market and whether they will reduce churn to the extent expected. Future churn is particularly uncertain at this time of year as there are typically significant customer renewals in June and July each year, with the outcome not known until August. This is particularly relevant this year due to the disruption caused by the cyber security event and the impact that may have on renewals over the next two months.
- **SEA recovery:** further COVID-19 outbreaks and restrictions of travel in SEA would cause ongoing impacts on the SEA business. The extent to which Isentia can win back recently lost accounts is also unknown.

It should be noted that the Cash Flow Model (upon which KPMG Corporate Finance's DCF analysis is based) is not fully integrated and as such, it does not take into consideration interrelationships between certain key variables. Nor does it take into account management's ability to mitigate adverse outcomes.

Nevertheless, a range of scenarios have been developed to illustrate the impact on value of potential changes in key variables. It should also be noted that there is a wide range of other potential outcomes for each variable and even more combinations of those outcomes.

KPMG Corporate Finance has developed the following scenarios.

Table 16: Isentia scenario analysis

Scenario	Description
Scenario A	Assumptions as set out above
Scenario B	Scenario A, except ANZ SaaS churn improves from 3Q23, new business revenue returns to FY18 levels in FY24 and recovery in SEA is delayed by 6-12 months
Scenario C	Scenario A, except no reduction in ANZ SaaS churn, no increase in new business, VAS remains at a constant % of SaaS and no growth in SEA business
Scenario D	Scenario A, except ANZ SaaS churn starts to decline in 1H22 as more conversations are had with clients ahead of the new products arrival in 2H22, moderately higher increases in ANZ VAS as % of SaaS, and SEA business recovers in FY22

Source: KPMG Corporate Finance analysis.

The output of the DCF analysis for a range of discount rates is summarised as follows.

Table 17: Isentia scenario analysis

Scenario	Discount rate					
	13.0%	12.5%	12.0%	11.5%	11.0%	10.5%
A	68	72	76	80	85	91
B	6	7	7	8	8	9
C	-	-	-	-	-	-
D	109	114	120	127	134	142

Source: KPMG Corporate Finance analysis.

Scenario C results in a negative net present value (NPV). KPMG Corporate Finance has represented the NPV outcomes for Scenario C as nil on the basis that the business would be wound up.

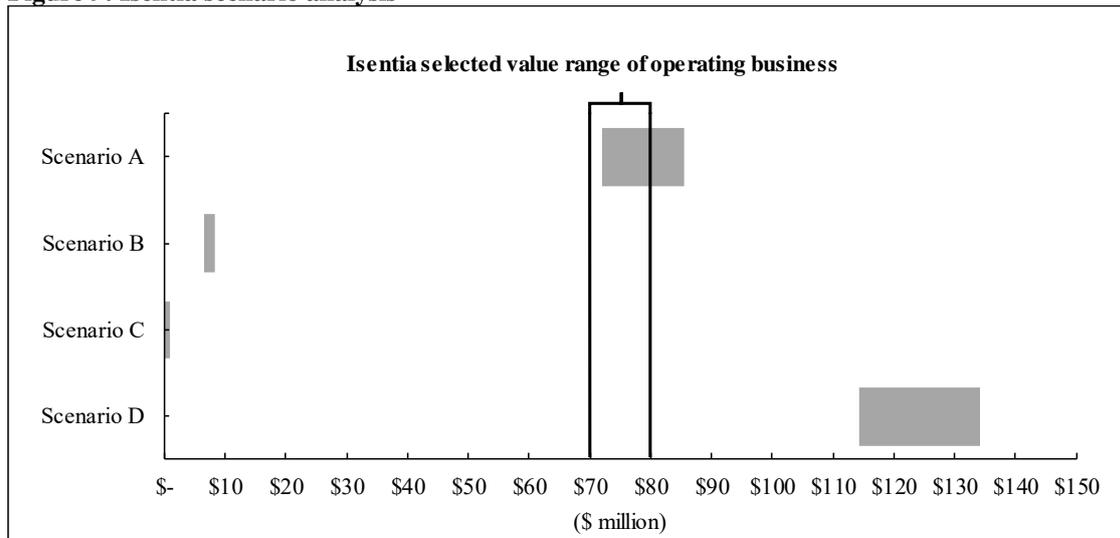
The values produced by the scenarios are in a wide range as Isentia has a high degree of operating leverage as a result of its relatively large share of fixed costs and substantial software development costs.

There is significant uncertainty regarding the inflection point of Isentia's earnings both in terms of timing and impact of the new products and the profile of a recovery. Broadly, Scenario A represents the arresting of churn commencing in 2H22 and recovery in new business from FY23, Scenario B represents the arresting of churn in 3Q22 and recovery in new business from FY24 and Scenario C assumes no recovery in either churn or new business. Scenario D represents the arresting of churn in 1H22 and recovery in new business from FY22.

Scenario A is considered most likely given that it allows for sufficient time for the introduction of new products and for accounts to roll over before churn is arrested, and a full year for new business revenue to improve. There is, however, significant downside risk given the potential for the arresting of churn to be delayed as a result of continued competitive pressure. Consequently, KPMG Corporate Finance has selected a range of values for Isentia's operating business that straddles and is slightly below Scenario A

The range of values for each scenario (based on a discount rate of 11.0% to 12.5%) and KPMG Corporate Finance's selected value range are illustrated in the following chart.

Figure 9: Isentia scenario analysis



Source: KPMG Corporate Finance analysis.

8.3.2 Cross-check

KPMG Corporate Finance's selected value range for the Isentia's operating business has been cross-checked having regard to multiples of EBITDA for comparable listed Australian media companies and international media intelligence companies and transactions involving selected media companies in Australia. These multiples are summarised below and set out in detail in Appendix 5.

Sharemarket evidence

There are no listed Australian media intelligence companies. We have selected traditional ANZ media companies as they are subject to a similar structural decline in the industry as ANZ media intelligence companies, as well as international media intelligence companies. The following table sets out the implied EBITDA multiples for the selected listed companies.

Table 18: Sharemarket evidence

Company	Country	Market capitalisation ¹ (A\$ million)	EBITDA growth CAGR -4Y	EBITDA growth CAGR +3Y	EBITDA multiple ³ FY ²	EBITDA multiple FY +1	EBITDA multiple FY+2	EBITDA multiple FY +3
<i>ANZ Media</i>								
GTN Limited	Australia	96	(36.3%)	30.7%	21.5	8.1	4.3	2.9
NZME Limited	New Zealand	160	(12.6%)	0.9%	7.7	4.6	4.6	4.8
Prime Media Group Limited	Australia	81	(27.4%)	(11.1%)	3.6	2.6	3.3	3.8
SKY Network Television Limited	New Zealand	277	(20.6%)	(7.2%)	2.9	2.1	2.7	2.9
HT&E Limited	Australia	433	(18.2%)	12.2%	13.4	7.9	7.1	6.9
Nine Entertainment Co. Holdings Limited	Australia	4,449	18.5%	19.0%	17.3	9.2	8.4	7.9
Seven West Media Limited	Australia	677	n/a	16.7%	nmf	4.9	4.7	5.0
Southern Cross Media Group Limited	Australia	560	(14.0%)	3.7%	8.3	6.3	6.8	6.6
<i>Global Media Intelligence</i>								
Meltwater B.V.	Norway	1,941	n/a	43.0%	98.8	42.0	24.1	16.5
Omnicom Group Inc.	United States	22,864	(4.1%)	8.1%	9.7	8.6	8.3	8.1
Nielsen Holdings plc	United States	11,630	(7.6%)	(4.0%)	12.3	9.9	9.5	8.9
Experian plc	United Kingdom	50,434	2.2%	10.7%	24.4	20.7	18.8	17.0
Access Intelligence Plc	United Kingdom	191	33.1%	217.9%	nmf	nmf	12.5	5.7

Source: S&P Capital IQ (data as at 12 July 2021), KPMG Corporate Finance analysis

Notes:

1. Market capitalisation is calculated using closing prices on 12 July 2021.
2. FY refers to the last reported financial year.
3. EBITDA multiple is calculated by dividing enterprise value by EBITDA. EBITDA is earnings before net interest, tax, depreciation, amortisation, investment income and significant and non-recurring items. The enterprise value is the market capitalisation plus net debt, preferred equity, and minority interest less investments accounted for using the equity method.

With respect to the above, we note:

- multiples are based on sharemarket prices and, therefore, do not typically include a control premium
- the global media intelligence companies listed above are not directly comparable to Isentia:
 - the global media intelligence companies are significantly larger than Isentia and have much greater diversification in revenue streams. Therefore, they would be expected to trade at a higher multiple
 - Meltwater B.V. and Access Intelligence Plc. are expected to experience strong growth, suggesting a higher multiple.

The ANZ media companies are considered more comparable to Isentia. In this regard we note:

- Nine Entertainment Co Holdings and Seven West Media Limited are significantly larger and more diversified than Isentia. Most of the other companies are also larger than Isentia
- with the exception of Nine Entertainment Co Holdings, all of the above ANZ media companies have experienced a decline in EBITDA over the past four years, which is consistent with Isentia's EBITDA decline
- the historical EBITDA multiples broadly align with the outlook for EBITDA growth:
 - Prime Media Group Limited and Sky Network Television have negative forecast EBITDA growth ((11.1%) and (7.2%) CAGR, respectively, over the next three years), and are trading at 3.6 and 2.9 times historical EBITDA
 - NZME Limited and Southern Cross Media Group Limited have a more moderate EBITDA growth outlook (0.9% and 3.7% CAGR for the next three years, respectively), and are trading at 7.7 and 8.3 times historical EBITDA, respectively, and
 - GTN Limited, and HT&E Limited have a strong EBITDA growth outlook (30.7% and 12.2% CAGR, respectively, over the next three years), and are trading at 21.5 to 13.4 times historical EBITDA.

Transaction evidence

We have not identified any transactions involving ANZ media intelligence companies. As such, we have considered transactions involving ANZ media companies and global media intelligence companies. The table below sets out the EBITDA multiples implied by recent transactions for which sufficient financial data is publicly available.

Table 19: Transaction evidence

Announce- ment date	Target	Acquirer	% acquired	Enterprise Value (A\$ million)	EBITDA multiple LTM
<i>ANZ Media</i>					
Aug-19	Macquarie Media Limited	Fairfax Media Limited	46%	272	12.9
Jul-18	Fairfax Media Limited	Nine Entertainment Co. Holdings Limited	100%	1,757	8.0
<i>Global Media Intelligence</i>					
Dec-19	Kantar	Bain Capital Private Equity, LP	60%	6,130	8.2
Oct-19	Cision Ltd.	Platinim Equity Capital Partners V.L.P.	100%	4,153	11.1

Source: Company financial statements and announcements; S&P Capital IQ; KPMG Corporate Finance analysis

In assessing the comparability of the implied multiples it is necessary to consider the particular attributes of the target companies and the specific circumstances surrounding each transaction, including that:

- Macquarie Media Limited and Fairfax Media Limited are larger and more diverse than Isentia and had a more stable earnings profile than Isentia, and
- Isentia's has a similar business model to Cision Ltd (**Cision**), and Kantar, however, both are significantly larger and more diversified than Isentia. Kantar operates in over 100 countries, and Cision generated 59% of 2018 revenue in the United States and only 5% in the declining APAC market.

Summary

In summary, EBITDA multiples are correlated with EBITDA growth and scale. Prime Media Group Limited and Sky Network Television have negative forecast EBITDA growth ((11.1%) and (7.2%) CAGR, respectively, over the next three years), and are trading at 3.6 and 2.9 times historical EBITDA and are broadly similar in scale to Isentia. Their multiples reflect trading in minority parcels of shares and as such, a higher multiple would be expected for the valuation of Isentia on a 100% basis.

Implied multiples

The value attributed to the operating business of Isentia of \$70 to \$80 million implies the following multiples of EBITDA:

Table 20: Isentia implied multiples

	Variable	Value range	
	(\$ million)	Low	High
Value of Isentia operating business		70.0	80.0
Multiple of EBITDA			
May YTD (unaudited) (annualised)	14.0	5.0	5.7
FY21 (estimate) (normalised) ¹	13.8	5.1	5.8

Source: KPMG Corporate Finance analysis.

Note 1: FY21 EBITDA (estimate) (normalised) is the mid-point of management's estimated range and includes \$0.2 million of additional cyber security and insurance costs to bring annual spend to \$0.4 million. No adjustment is made for the \$3.3 million reduction in revenues as a result of non billing, since this reduction is expected to be offset by additional churn in FY22.

Isentia has not released specific earnings forecasts for FY22 or beyond. Accordingly, the implied forecast multiples set out above are based on the broker forecast for Isentia (refer to Section 7.6 of this report).

The implied forecast EBITDA multiples for Isentia sit above the multiples for the most comparable listed companies. This is reasonable since:

- multiples based on sharemarket trading do not include a premium for control
- the assessed value incorporates synergies available to international media intelligence companies
- changes in technology have reduced barriers to entry and competition in the ANZ and SEA media intelligence industries is increasing. As a result, industry revenue in ANZ (where Isentia's operations are primarily based) is declining
- Isentia's earnings are expected to decline in FY22 as new product releases are delayed resulting in a continuation of elevated levels of churn
- once released, Isentia's new products are expected to reduce the currently elevated churn and grow revenue, and
- identified cost savings of \$2.1 million are expected to be offset by increases in copyright and social media licensing costs. Further cost savings are expected to be limited given the substantial savings achieved to date.

On this basis, the market based cross-check, in our view, supports the valuation of the Isentia business derived under the primary DCF analysis.

8.4 Non-operating assets/(liabilities)

Isentia has \$3.5 million of non-operating liabilities comprising estimated deferred payments as at 30 June 2021.

8.5 Net debt and lease liabilities

Isentia's adjusted net debt for valuation purposes is estimated to be \$34.5 million as at 30 June 2021. Lease liabilities, which are not captured in the value of the operating business as a result of the application of AASB16, are estimated to be \$5.0 million as at 30 June 2021.

8.6 Number of shares on issue

Isentia has 203,012,599 ordinary shares on issue and 9,883,468 incentive rights over unissued ordinary shares. As a result of the Scheme, the Isentia Board will exercise its discretion to ensure that all unvested FY19 Deferred Equity Rights and FY20 Deferred Equity Rights (534,339 in aggregate) will vest. All FY19 Long Term Performance Rights and FY20 Long Term Performance Rights (9,349,129 in aggregate) will lapse, expire or will otherwise be cancelled for nil consideration. On a fully diluted basis, the number of shares on issue is 203,546,928.

Appendix 1 – KPMG Corporate Finance Disclosures

Qualifications

Our report has been prepared in accordance with professional standard APES 225 "Valuation Services" issued by the Accounting Professional & Ethical Standards Board (APESB). The individuals responsible for preparing this report on behalf of KPMG Corporate Finance are Sean Collins and Jason Hughes. Each has a significant number of years' experience in the provision of corporate financial advice, including specific advice on valuations, mergers and acquisitions, as well as the preparation of expert reports.

Disclaimers

It is not intended that this report should be used or relied upon for any purpose other than KPMG Corporate Finance's opinion as to whether the Scheme is in the best interests of Isentia shareholders. KPMG Corporate Finance expressly disclaims any liability to any Isentia shareholders who relies or purports to rely on the report for any other purpose and to any other party who relies or purports to rely on the report for any purpose whatsoever.

Other than this report, neither KPMG Corporate Finance nor the KPMG Partnership has been involved in the preparation of the Scheme Booklet or any other document prepared in respect of the Scheme. Accordingly, we take no responsibility for the content of the Scheme Booklet as a whole or other documents prepared in respect of the Scheme.

We note that the forward-looking financial information prepared by Isentia does not include estimates as to the potential impact of any future changes in taxation legislation in Australia. Future taxation changes are unable to be reliably determined at this time.

Independence

KPMG Corporate Finance and the individuals responsible for preparing this report have acted independently.

In addition to the disclosures in our Financial Services Guide, it is relevant to a consideration of our independence that, during the course of this engagement, KPMG Corporate Finance provided draft copies of this report to management of Isentia for comment as to factual accuracy, as opposed to opinions which are the responsibility of KPMG Corporate Finance alone. Changes made to this report as a result of those reviews have not altered the opinions of KPMG Corporate Finance as stated in this report.

Consent

KPMG Corporate Finance consents to the inclusion of this report in the form and context in which it is included with the Scheme Booklet to be issued to the shareholders of Isentia. Neither the whole nor the any part of this report nor any reference thereto may be included in any other document without the prior written consent of KPMG Corporate Finance as to the form and context in which it appears.

Appendix 2 – Sources of information

In preparing this report we have been provided with and considered the following sources of information:

Publicly available information:

- the Scheme Booklet (including earlier drafts)
- the Scheme Implementation Deed released to the ASX on 15 June 2021
- annual reports of Isentia for FY17, FY18, FY19 and FY20 and half yearly reports for 1H20 and 1H21
- unaudited financial statements for Isentia for FY21
- press releases, public announcements, media and analyst presentations material and other public filings by Isentia, including information available on each company's website
- brokers' reports and recent press articles on Isentia
- security market data and related information regarding listed companies engaged in media and media intelligence and on acquisitions of companies and businesses in this industry
- Media Intelligence and Public Relations Software/ Information Global Share & Segment Sizing 2021 by Burton-Taylor International Consulting
- financial information from S&P Capital IQ, Bloomberg, ThomsonONE and Connect4.

Non-public information

- Board papers, presentations, working papers and other confidential documents of Isentia.

In addition, we have held discussions with, and obtained information from, the senior management of Isentia and its advisors.

Appendix 3 – Overview of valuation methodologies

Capitalisation of earnings

An earnings based approach estimates a sustainable level of future earnings for a business (maintainable earnings) and applies an appropriate multiple to those earnings, capitalising them into a value for the business. The earnings bases to which a multiple is commonly applied include Revenue, EBITDA, EBIT and NPAT.

In considering the maintainable earnings of the business being valued, factors to be taken into account include whether the historical performance of the business reflects the expected level of future operating performance, particularly in cases of development, or when significant changes occur in the operating environment, or the underlying business is cyclical.

With regard to the multiples applied in an earnings based valuation, they are generally based on data from listed companies and recent transactions in a comparable sector, but with appropriate adjustment after consideration has been given to the specific characteristics of the business being valued. The multiples derived for comparable quoted companies are generally based on security prices reflective of the trades of small parcels of securities. As such, multiples are generally reflective of the prices at which portfolio interests change hands. That is there is no premium for control incorporated within such pricing. They may also be impacted by illiquidity in trading of the particular stock. Accordingly, when valuing a business en bloc (100%) we would also reference the multiples achieved in recent mergers and acquisitions, where a control premium and breadth of purchaser interest are reflected.

An earnings approach is typically used to provide a market cross-check to the conclusions reached under a theoretical DCF approach or where the entity subject to valuation operates a mature business in a mature industry or where there is insufficient forecast data to utilise the DCF methodology.

Discounted cash flow

Under a DCF approach, forecast cash flows are discounted back to the Valuation Date, generating a net present value for the cash flow stream of the business. A terminal value at the end of the explicit forecast period is then determined and that value is also discounted back to the Valuation Date to give an overall value for the business.

In a DCF analysis, the forecast period should be of such a length to enable the business to achieve a stabilised level of earnings, or to be reflective of an entire operation cycle for more cyclical industries. Typically a forecast period of at least five years is required, although this can vary by industry and by sector within a given industry.

The rate at which the future cash flows are discounted (the Discount Rate) should reflect not only the time value of money, but also the risk associated with the business' future operations. This means that in order for a DCF to produce a sensible valuation figure, the importance of the quality of the underlying cash flow forecasts is fundamental.

The Discount Rate most generally employed is the WACC, reflecting an optimal (as opposed to actual) financing structure, which is applied to unleveraged cash flows and results in an Enterprise Value for the business. Alternatively, for some sectors it is more appropriate to apply an equity approach instead, applying a cost of equity to leveraged cash flows to determine equity value.

In calculating the terminal value, regard must be had to the business' potential for further growth beyond the explicit forecast period. This can be calculated using either a capitalisation of earnings methodology or the 'constant growth model', which applies an expected constant level of growth to the cash flow forecast in the last year of the forecast period and assumes such growth is achieved in perpetuity.

Net assets or cost based

Under a net assets or cost based approach, total value is based on the sum of the net asset value or the costs incurred in developing a business to date, plus, if appropriate, a premium to reflect the value of intangible assets not recorded on the balance sheet.

Net asset value is determined by marking every asset and liability on (and off) the entity's balance sheet to current market values.

A premium is added, if appropriate, to the marked-to-market net asset value, reflecting the profitability, market position and the overall attractiveness of the business. The net asset value, including any premium, can be matched to the 'book' net asset value, to give a price to net assets, which can then be compared to that of similar transactions or quoted companies.

A net asset or cost based methodology is most appropriate for businesses where the value lies in the underlying assets and not the ongoing operations of the business (e.g. real estate holding companies). A net asset approach is also useful as a cross-check to assess the relative riskiness of the business (e.g. through measures such as levels of tangible asset backing).

Enterprise or equity value

Depending on the valuation approach selected and the treatment of the business' existing debt position, the valuation range calculated will result in either an enterprise value or an equity value being determined.

An enterprise value reflects the value of the whole of the business (i.e. the total assets of the business including fixed assets, working capital and goodwill/intangibles) that accrues to the providers of both debt and equity. An enterprise value will be calculated if a multiple is applied to unleveraged earnings (i.e. revenue, EBITDA, EBITA or EBIT) or unleveraged free cash flow.

An equity value reflects the value that accrues to the equity holders. To compare an enterprise value to an equity value, the level of net debt must be deducted from the enterprise value. An equity value will be calculated if a multiple is applied to leveraged earnings (i.e. NPAT) or free cash flow, post debt servicing.

Appendix 4 – Discount rate

Where cash flow forecasts consist of free cash flows to all providers of funding, the WACC is commonly employed as the basis for determining an appropriate discount rate. For the purposes of our DCF analysis for Isentia, we have adopted a discount rate in the range of 11.0% to 12.5% per annum. We consider these rates appropriately reflect the expected return of a hypothetical prudent purchaser, based upon the perceived risks associated with Isentia.

The selection of an appropriate discount rate to apply to the forecast cash flows of any asset or business operation is fundamentally a matter of judgement rather than a precise calculated outcome. Whilst there is commonly adopted theory that provides a framework for the derivation of an appropriate discount rate, it is important to recognise that given the level of subjectivity involved, the calculated discount rate should be treated as guidance rather than objective truth. Furthermore, discount rate assessments need to consider both current market conditions and future expectations, and to the extent that there are any changes in conditions and expectations over time, an adjustment to the discount rate at a future point in time may be warranted.

In selecting appropriate discount rates to apply to the cash flows of Isentia, we have determined a nominal WACC to align with the forecast nominal ungeared cash flows being used to derive the resultant DCF values. A WACC represents an estimate of the weighted average required return from both debt holders and equity investors. The WACC is derived using the following formula:

$$\text{WACC} = W_d * K_d * (1 - t) + \left(W_e * K_e * \frac{1 - t}{1 - t * (1 - \gamma)} \right)$$

Table 21: WACC parameters

Parameter	Description
Kd	Pre-tax Cost of debt
Wd	Percentage of debt in capital structure
Ke	Pre-tax Cost of equity
We	Percentage of equity in capital structure
t	Company tax rate
γ	Gamma (The value of franking credits)

Source: KPMG Corporate Finance analysis.

The WACC calculation is typically based on assumptions that may not hold in practice, including:

- a constant optimal capital structure, and
- interest payments on debt being tax deductible.

Cost of equity

The cost of equity can be derived using a modified Capital Asset Pricing Model (CAPM) as follows:

$$K_e = R_f + \beta * (R_m - R_f) + \alpha$$

Table 22: Cost of equity parameters

Parameter	Description
Rf	Risk free rate, representing the return on risk-free assets
Rm	Market rate of return, representing the expected average return on a market portfolio
(Rm - Rf)	Market risk premium, representing the excess return that a market portfolio is expected to generate over the risk free rate
B	Beta factor, being a measure of the systematic risk of a particular asset relative to the risk of a market portfolio
α	Specific risk factor, which may be included to compensate for risks which are not adequately captured in either the other discount rate parameters or the cash flows being discounted

Source: KPMG Corporate Finance analysis.

WACC – Isentia

KPMG Corporate Finance's rationale for the selection of each of the variables in developing a WACC for Isentia is discussed below.

Risk free rate

The relevant risk-free rate of return is the return on a risk-free security, typically for a long-term period. In practice, long dated government bonds are accepted as a benchmark for a risk free security. In Australia, the spot yield to maturity of 10 year Australian Government Bonds has traditionally been accepted as a proxy for the risk free rate in determining a cost of equity under the CAPM. Further, the market in 10 year Australian Government Bonds is liquid such that, in our view, the current yield on Government Bonds represents the best indicator of the risk free opportunity cost of the assets for the forthcoming 10 year period at any particular point in time.

Continued market volatility and ongoing global economic uncertainty as governments seek to manage the impact of the Covid-19 pandemic, has contributed to bond yields trading significantly below long term averages. With market evidence indicating that bond yields and the market risk premium (**MRP**) are inversely correlated, it is important that any assessment of the risk free rate should be made with respect to the position adopted in deriving the MRP. On balance, we consider adopting the spot Government Bond yield in isolation of a change in the MRP (as discussed below) to be inappropriate and therefore have applied an adjusted risk free rate.

In our view, it is appropriate to take into account both the current yield on 10 year Australian Government Bonds, as well as the longer term expected yield, in order to calculate a long term blended risk free rate consistent with the approach adopted in deriving the MRP (as discussed below). In this regard, we note that long term estimates of the yield on 10 year Australian Government Bonds approximated 2.8% per annum.²⁵ Adopting the spot yield of 1.7% per annum²⁶ for a period of 10 years, followed by 2.8% from year 11 onwards, results in a blended risk free rate estimate of 2.8% per annum.

Market Risk Premium

The MRP represents the additional return that investors expect in return for holding risk in the form of a well-diversified portfolio of risky assets (such as a market index) over risk free assets (such as Government bonds). In this context, the required MRP needs to be distinguished from the historical MRP and the expected MRP. In this regard, asset pricing theory holds that:

- the required MRP forms part of the CAPM
- the historical MRP is the same for all investors and reflects the historical differential return of the stock market over Government bonds
- the expected MRP reflects the expected differential return of the stock market over Government bonds. The CAPM assumes the required MRP equals the expected MRP.

As it is difficult to observe the expected/required MRP, it is common practice to base the estimate of the MRP upon historical data. In these circumstances, long term averages may not, in our opinion, reflect market conditions and investor sentiment at any specific valuation date as perceptions that equities are more or less risky than at other times may prevail. In this regard, we note that the expected MRP is a function of expected earnings, the expected growth in those earnings and the risk free rate of return at any given point in time.

We have considered the historical relationship between the risk free rate and the MRP, and consider the general observation of an inverse correlation between the risk free rate and the equity MRP generally

²⁵ Based on long term view of four economic forecasters

²⁶ Sourced from Bloomberg (at 31 May 2021)

applies to all developed markets. Consequently, in our view it is important to consider the risk free rate in conjunction with, and not in isolation of, the expected equity MRP in order to reflect the inverse relationship between the MRP and the absolute level of the risk free rate. In this regard, two relevant options are available:

- adopt a long-term historical MRP as a proxy for the expected MRP and apply a higher risk free rate than the spot government bond yield to take into account the relationship highlighted above; or
- adopt the spot government bond yield as the risk free rate and adjust the MRP for the perceived additional risks attached to equity investments implicit from historically low (or high as the case may be) bond yields to reflect the current investment environment and the inverse relationship between the two variables.

For the purposes of our analysis, we have adopted the former approach and applied a long term historical estimate of the MRP and applied a higher risk free rate than spot government bond yields, accordingly.

Based on the adopted approach, a MRP of 6.0% is regarded as appropriate by KPMG Corporate Finance for the long term investment climate in Australia at the Valuation Date.

Beta

In selecting an appropriate unlevered beta to apply to Isentia, KPMG Corporate Finance has considered Isentia's beta as well as betas for selected listed ANZ media companies and international media intelligence companies, as provided below.

Table 23: Betas and gearing for selected media and media intelligence companies

Company name	Market Cap A\$ million	Levered beta	Unlevered beta	Debt to value 2-year avg	Levered beta	Unlevered beta	Debt to value 5-year avg
		2-year weekly	2-year weekly		5-year monthly	5-year monthly	
Isentia	33	1.32	0.77	50%	0.26	0.22	17%
ANZ Media							
GTN Limited	96	1.12	1.02	12%	1.18	n/a	n/a
NZME Limited	160	0.89	0.46	56%	1.53	0.96	45%
Prime Media Group Limited	81	0.81	0.81	0%	0.89	0.74	22%
SKY Network Television Limited	277	1.23	0.87	36%	1.04	0.87	22%
HT&E Limited	433	1.09	1.09	0%	1.08	0.99	12%
Nine Entertainment Co. Holdings Limited	4,449	1.29	1.15	15%	1.38	1.26	12%
Seven West Media Limited	677	1.72	0.90	56%	1.98	1.32	42%
Southern Cross Media Group Limited	560	1.70	1.28	32%	2.12	1.62	31%
Mean (ANZ Media) excl. outliers		1.23	0.95	17%	1.47	1.17	20%
Median (ANZ Media) excl. outliers		1.18	0.96	15%	1.38	1.13	22%
Global Media Intelligence							
Meltwater B.V.	1,941	n/a	n/a	n/a	n/a	n/a	n/a
Omnicom Group Inc.	22,864	1.04	0.92	16%	0.96	0.87	14%
Nielsen Holdings plc	11,630	0.95	0.55	51%	1.30	0.88	41%
Experian plc	50,434	1.00	0.91	11%	0.75	0.67	12%
Access Intelligence Plc	191	0.44	0.44	0%	0.50	0.50	0%
Mean (Global Media Intelligence) excl. outliers		0.86	0.71	20%	0.88	0.73	17%
Median (Global Media Intelligence) excl. outliers		0.98	0.73	14%	0.86	0.77	13%
Total							
Total Mean (excl. outliers)		1.12	0.86	21%	1.17	0.92	18%
Total Median (excl. outliers)		1.09	0.90	16%	1.13	0.88	16%

Source: S&P Capital IQ, KPMG Corporate Finance analysis.

Notes:

1. Data as at 12 July 2021.
2. n/a represents not available or not statistically significant.

In assessing an appropriate unlevered beta for Isentia, unlevered betas that have a low statistical significance, or for which there are insufficient data points have been excluded. We have considered 5-year

monthly betas to be more appropriate than 2-year weekly betas to minimise the impacts of COVID-19 on the estimated betas.

Unlevered 5 year betas for ANZ media companies have a mean of 1.17 and a median of 1.13, whereas the unlevered 5 year betas for global media intelligence companies are lower (mean 0.73, median 0.77). On balance, KPMG Corporate Finance has selected an ungeared asset beta range of between 1.0 and 1.2 for Isentia, reflecting a higher exposure to ANZ. Based on KPMG Corporate Finance's selected gearing of 15% (net debt to value), this results in a levered beta in the range of 1.10 and 1.35.

Gearing

ANZ media companies, excluding outliers, have a mean gearing (over a 5 year period) of 17% and median gearing of 15% and international media intelligence companies, excluding outliers, have a mean gearing of 20% and median gearing of 14%. We also note that these companies are generally larger and more diversified than Isentia. On this basis, we have applied an optimal gearing for Isentia of 15%.

Tax rate

We have adopted a corporate tax rate of 27% being a blend of the corporate tax rates in Australia and the markets Isentia operates within in SEA.

Size premium

As small companies tend to be more exposed to risk than large companies, an adjustment needs to be incorporated into the discount rate to reflect the inherent risk of smaller companies. Based on Isentia's market capitalisation of \$13.7 million at 11 June 2021, we have adopted a small stock premium in the order of 3.0%, which is considered appropriate for an ASX listed company with an equity value between \$0 and \$15 million, as guided by Ibbotson and KPMG Corporate Finance analysis.

Company specific risk premium

We note that the specific risks of Isentia have been captured in the forecast cash flows and through our Scenario analysis which best account for these company specific risks. Accordingly, to avoid double counting, no further allowance for company specific risk has been included in the determination of the discount rate.

Pre-tax cost of debt

We have estimated a blended pre-tax cost of debt having regard to the current spot yield of 5-year BBB-rated Australian corporate bonds, the implied credit spread between 5-year BBB-rated Australian corporate bonds and 5-year Australian government bonds, and long term estimates of the 5-year Australian government bond yield from economic forecasters (such as Oxford Economics), consistent with our methodology for calculating the blended risk free rate. We have included an additional 50bps at the high end of the range to account for debt refinancing costs and downside risk in relation to Australian corporates' ability to sustain BBB credit ratings in the long term. The methodology derived a blended pre-tax cost of debt in the range of 3.3% to 3.8% per annum as at the Valuation Date. To this we have added an additional 1.0% margin to reflect the expected below investment grade nature of the Isentia debt.

Franking credits (Gamma)

Represented by the parameter gamma, the inclusion of franking credits when calculating the discount rate is subject to considerable debate. The value of gamma to an investor will be determined by the extent that the franking credits can be utilised against the investor's tax liability, and the result will be a value between nil and full value.

However, in assessing the use of a gamma factor for Isentia, we note that assessing the value of the franking credits requires an understanding of the personal tax circumstances of the shareholders, including the ability to utilise the franking credits. Given that the prevailing tax laws in Australia prevent trading in

franking credits, thereby eliminating any open market in franking credits from which the value of such credits can be observed, it is difficult to yield a precise estimate of the value of franking credits.

Consequently, we have not factored any value for franking credits into the determination of the discount rate by assuming a nil value for gamma.

WACC conclusion – Isentia

The selected parameters result in a calculated WACC for Isentia in the range of 11.0% to 12.5% per annum as set out as follows.

Table 24: Selected WACC parameters for Isentia

	Parameter	Low	High
Cost of Equity			
Risk free rate	Rf	2.8%	2.8%
Equity market risk premium	EMRP	6.0%	6.0%
Ungeared beta		1.00	1.20
Tax rate		27%	30%
Gearing (debt/equity)		18%	18%
Gearing beta	β	1.10	1.35
Company specific risk premium (alpha)	α	3.0%	3.0%
Cost of equity (post-tax)	Ke	12.4%	13.9%
Cost of Debt			
KPMG BBB pre-tax cost of debt		3.3%	3.8%
Additional margin for sub-investment grade	DM	1.0%	1.0%
All in rate (pre-tax)		4.3%	4.8%
Tax rate	T	27.0%	27.0%
Cost of debt (post-tax)	Kd	3.1%	3.5%
Capital Structure			
Estimated market value of equity as % of value	We	85%	85%
Estimated market value of debt as % of value	Wd	15%	15%
Post-tax WACC			
Calculated range (rounded)		11.0%	12.4%
Midpoint (rounded)		11.7%	
Selected range		11.0%	12.5%

Source: S&P Capital IQ, KPMG Corporate Finance analysis.

Based on the above analysis, KPMG Corporate Finance has selected a WACC to apply to the post tax, nominal cash flows of Isentia in the range of 11.0% to 12.5% per annum.

Appendix 5 – Market evidence

Sharemarket evidence

The following table sets out the implied EBITDA multiples for selected listed companies operating in the ANZ media industry and global media intelligence industry.

Table 25: Sharemarket evidence

Company	Country	Market capitalisation ¹ (A\$ million)	EBITDA growth CAGR -4Y	EBITDA growth CAGR +3Y	EBITDA multiple ³ FY ²	EBITDA multiple FY+1	EBITDA multiple FY+2	EBITDA multiple FY+3
<i>ANZ Media</i>								
GTN Limited	Australia	96	(36.3%)	30.7%	21.5	8.1	4.3	2.9
NZME Limited	New Zealand	160	(12.6%)	0.9%	7.7	4.6	4.6	4.8
Prime Media Group Limited	Australia	81	(27.4%)	(11.1%)	3.6	2.6	3.3	3.8
SKY Network Television Limited	New Zealand	277	(20.6%)	(7.2%)	2.9	2.1	2.7	2.9
HT&E Limited	Australia	433	(18.2%)	12.2%	13.4	7.9	7.1	6.9
Nine Entertainment Co. Holdings Limited	Australia	4,449	18.5%	19.0%	17.3	9.2	8.4	7.9
Seven West Media Limited	Australia	677	n/a	16.7%	nmf	4.9	4.7	5.0
Southern Cross Media Group Limited	Australia	560	(14.0%)	3.7%	8.3	6.3	6.8	6.6
<i>Global Media Intelligence</i>								
Meltwater B.V.	Norway	1,941	n/a	43.0%	98.8	42.0	24.1	16.5
Omnicom Group Inc.	United States	22,864	(4.1%)	8.1%	9.7	8.6	8.3	8.1
Nielsen Holdings plc	United States	11,630	(7.6%)	(4.0%)	12.3	9.9	9.5	8.9
Experian plc	United Kingdom	50,434	2.2%	10.7%	24.4	20.7	18.8	17.0
Access Intelligence Plc	United Kingdom	191	33.1%	217.9%	nmf	nmf	12.5	5.7

Source: S&P Capital IQ (data as at 12 July 2021), KPMG Corporate Finance analysis

Notes:

1. Market capitalisation is calculated using closing prices on 12 July 2021.
2. FY refers to the last reported financial year. FY+1, FY+2 and FY+3 refers to the first, second and third forecast periods.
3. EBITDA multiple is calculated by dividing enterprise value by EBITDA. EBITDA is earnings before net interest, tax, depreciation, amortisation, investment income and significant and non-recurring items. The enterprise value is the market capitalisation plus net debt, preferred equity, and minority interest less investments accounted for using the equity method.

The multiples are based on sharemarket prices as at 12 July 2021 and do not typically include a control premium. A brief description of each company is provided below.

ANZ media companies

GTN Limited

GTN Limited operates broadcast media advertising platforms that supply traffic information reports to radio and/or television stations. The company, through its advertising spots, offers information reports, such as traffic and news. Its advertising platform enables advertisers to reach audiences in Australia (49% of FY20 revenue), the United Kingdom (26%), Canada (17%), and Brazil (8%).

NZME Limited

NZME Limited operates as an integrated media and entertainment company in New Zealand. It offers its products through 32 print publications, 9 radio channels, and 19 real estate publications, as well as websites.

Prime Media Group Limited

Prime Media Group Limited provides commercial television broadcasting services in Australia. It offers free-to-air television broadcasting services under the PRIME7 and GWN7 brands in regional New South Wales, the Australian Capital Territory, regional Victoria, the Gold Coast area of Southern Queensland, and regional Western Australia.

SKY Network Television Limited

SKY Network Television Limited, an entertainment company, provides sport and entertainment media services in New Zealand and internationally. It offers sport, movies, shows, documentaries, music, and news content. The company also offers commercial music, broadcasting services, entertainment quizzes, and streaming and management services.

HT&E Limited

HT&E Limited operates as a media and entertainment company in Australia and Hong Kong. The company operates through three segments: Australian radio (89% of FY20 revenues), Hong Kong outdoor media (8%) and digital investments (3%). It owns and operates Australian radio networks, provides billboard, transit, and other outdoor advertising services, as well as provides mobile messaging technology services. The company was formerly known as APN News & Media Limited and changed its name to HT&E Limited in May 2017.

Nine Entertainment Co Holdings

Nine Entertainment Co. Holdings Limited engages in the broadcasting and program production businesses across free to air television and metropolitan radio networks in Australia. It operates through Broadcasting (48% of FY20 revenues), Digital and Publishing (28%), Domain Group (12%) and Stan (11%) segments. The company provides television services, video on demand platforms, talkback radio stations, websites, and publishes newspapers, news-inserted magazines, and events. The company also provides real estate media and technology services.

Seven West Media Limited

Seven West Media Limited operates as an integrated media company in Australia and internationally. The company primarily operates through television (85% of FY20 revenue) and newspapers and digital publishing (14%). It produces and operates commercial television programming and stations and distributes programming content.

Southern Cross Media Group Limited

Southern Cross Media Group Limited engages in the creation and broadcasting of content on free-to-air commercial radio, television, and online media platforms. It operates through two segments, audio (69% of FY20 revenues) and television (31%). The company owns 78 radio stations and 8 digital radio stations across metropolitan and regional Australia, as well as 34 regional radio stations, and broadcasts 86 free to air TV signals in regional Australia primarily under the Nine Network brand. It also provides audio and visual services, including social media, live events, video, online, and mobile assets that deliver national and local entertainment, and news content. The company was formerly known as Macquarie Media Group.

Global media intelligence companies

Meltwater B.V.

Meltwater B.V. provides cloud-based news and social media monitoring and related services worldwide. It offers solutions for brand management, media relations, crisis communications, and PR reporting. In FY20 Meltwater B.V. derived 40% of its revenue in the United States, 32% in Europe, Middle East and Asia, 20% in APAC and 8% in the Americas, excluding the United States.

Omnicom Group Inc.

Omnicom Group Inc. provides advertising, marketing, and corporate communications services. It provides a range of services in the areas of advertising, customer relationship management, public relations, and healthcare. In FY20 Omnicom Group Inc. derived 58% of its revenue from North America, 27% in Europe, 11% in APAC, and 7% across Latin America, Middle East and Africa.

Nielsen Holdings plc

Nielsen Holdings plc operates as a measurement and data analytics company worldwide. It operates in two segments, Media and Connect. The Media segment (54% of FY20 revenue) provides viewership and listening data, and analytics principally to media publishers and marketers, and advertising agencies for television, radio, digital viewing, and listening platforms. The Connect segment (46% of FY20 revenues) provides retail transactional measurement data, consumer behaviour information, and analytics primarily to businesses in the consumer-packaged goods industry. In FY20, Nielsen Holdings plc derived 58% of revenues from North America, 22% of revenues from Europe, Middle East & Africa, 12% in APAC, and 8% across North and South America, excluding the United States.

Experian plc

Experian plc is a technology company that provides data services which assist identifying and understanding customers and managing the risks related to lending. The company also offers analytical and decision tools that assist businesses in managing customers, minimising the risk of fraud, complying with legal requirements, and automating decisions and processes. It operates in North America (66% of revenue), Latin America (12%), the United Kingdom & Ireland (14%), and Europe, the Middle East, Africa, and APAC (8%).

Transaction evidence

The following table sets out a summary of transaction involving business in the ANZ media industry and global media intelligence industry since 2016.

Table 26: Transaction Evidence

Announcement date	Target	Acquirer	% acquired	Enterprise Value (A\$ million)	EBITDA multiple LTM
<i>ANZ Media</i>					
Aug-19	Macquarie Media Limited	Fairfax Media Limited	46%	272	12.9
Jul-18	Fairfax Media Limited	Nine Entertainment Co. Holdings Limited	100%	1,757	8.0
<i>Global Media Intelligence</i>					
Dec-19	Kantar	Bain Capital Private Equity, LP	60%	6,130	8.2
Oct-19	Cision Ltd.	Platinim Equity Capital Partners V.L.P.	100%	4,153	11.1

Source: Company financial statements and announcements; S&P Capital IQ; KPMG Corporate Finance analysis

A brief description of the selected comparable transactions is provided below.

ANZ media companies

Acquisition of Macquarie Media Limited by Fairfax Media Limited

In October 2019, Fairfax Media Limited completed the acquisition of a 45.6% stake in Macquarie Media Limited. Fairfax Media Limited's parent, Nine Entertainment Co. Holdings Limited, already owned 54.4% in Macquarie Media Limited and through its wholly owned subsidiary Fairfax Media Limited acquired all the remaining shares. Macquarie Media Limited engages in the radio and associated media activities in Australia.

Acquisition of Fairfax Media Limited by Nine Entertainment Co. Holdings Limited

In July 2018, Nine Entertainment Co. Holdings Limited completed the acquisition of Fairfax Media Limited by scheme of arrangement. Upon completion, shareholders of Nine Entertainment Co. Holdings Limited held a 51.1% stake in the combined entity with shareholders of Fairfax Media Limited owning the remaining 48.9%. Fairfax Media Limited operates as a multi-platform media company in Australia and New Zealand. The company publishes metropolitan newspapers, digital media, commercial radio, real estate media and services.

Global media intelligence companies

Acquisition of Cision Ltd by Platinum Equity Capital Partners V L.P.

In October 2020, MJ23 UK Acquisition Limited (an affiliate of Platinum Equity Capital Partners V L.P.) completed the acquisition Cision. Cision provides public relations software, media distribution, media intelligence, and related professional services to businesses worldwide. The company is based in the United States and enables public relations and communications professionals to manage, execute, and measure their strategic public relations and communications programs. Pre-acquisition, 59% of Cision's revenues were generated in the United States, 27% in Europe, Middle East & Africa, 9% in the Americas excluding the United States, and 5% in APAC.

Acquisition of Kantar by Bain Capital Private Equity, LP

In December 2019, Bain Capital Private Equity, LP completed the acquisition of 60% of Kantar from WPP plc. Kantar is a consolidation of previous subsidiaries of WPP plc, and provides data, research, consulting and analytics, offering insights into the views of customers and consumers in over 100 countries audience measurement and media research services.

PART TWO – FINANCIAL SERVICES GUIDE

Dated 14 July 2021

What is a Financial Services Guide (FSG)?

This FSG is designed to help you to decide whether to use any of the general financial product advice provided by KPMG Financial Advisory Services (Australia) Pty Ltd ABN 43 007 363 215, Australian Financial Services Licence Number 246901 (of which KPMG Corporate Finance is a division) (**KPMG Corporate Finance**) and Sean Collins as an authorised representative of KPMG Corporate Finance, authorised representative number 404189 and Jason Hughes as an authorised representative of KPMG Corporate Finance, authorised representative number 404183 (**Authorised Representative**).

This FSG includes information about:

- KPMG Corporate Finance and its Authorised Representative and how they can be contacted
- the services KPMG Corporate Finance and its Authorised Representative are authorised to provide
- how KPMG Corporate Finance and its Authorised Representative are paid
- any relevant associations or relationships of KPMG Corporate Finance and its Authorised Representative
- how complaints are dealt with as well as information about internal and external dispute resolution systems and how you can access them; and the compensation arrangements that KPMG Corporate Finance has in place.

The distribution of this FSG by the Authorised Representative has been authorised by KPMG Corporate Finance.

This FSG forms part of an Independent Expert's Report (Report) which has been prepared for inclusion in a disclosure document or, if you are offered a financial product for issue or sale, a Product Disclosure Statement (PDS). The purpose of the disclosure document or PDS is to help you make an informed decision in relation to a financial product. The contents of the disclosure document or PDS, as relevant, will include details such as the risks, benefits and costs of acquiring the particular financial product.

Financial services that KPMG Corporate Finance and the Authorised Representative are authorised to provide

KPMG Corporate Finance holds an Australian Financial Services Licence, which authorises it to provide, amongst other services, financial product advice for the following classes of financial products:

- deposit and non-cash payment products;
- derivatives;
- foreign exchange contracts;
- government debentures, stocks or bonds;
- interests in managed investment schemes including investor directed portfolio services;
- securities;
- superannuation;
- carbon units;
- Australian carbon credit units; and
- eligible international emissions units,

to retail and wholesale clients. We provide financial product advice when engaged to prepare a report in relation to a transaction relating to one of these types of financial products. The Authorised Representative is authorised by KPMG Corporate Finance to provide financial product advice on KPMG Corporate Finance's behalf.

KPMG Corporate Finance and the Authorised Representative's responsibility to you

KPMG Corporate Finance has been engaged Isentia Group Limited (Client) to provide general financial product advice in the form of a Report to be included in Scheme Booklet (Document) prepared by the Client in relation to scheme of arrangement involving Access Intelligence plc (Transaction).

You have not engaged KPMG Corporate Finance or the Authorised Representative directly but have received a copy of the Report because you have been provided with a copy of the Document. Neither KPMG Corporate Finance nor the Authorised Representative are acting for any person other than the Client.

KPMG Corporate Finance and the Authorised Representative are responsible and accountable to you for ensuring that there is a reasonable basis for the conclusions in the Report.

General Advice

As KPMG Corporate Finance has been engaged by the Client, the Report only contains general advice as it has been prepared without taking into account your personal objectives, financial situation or needs.

You should consider the appropriateness of the general advice in the Report having regard to your circumstances before you act on the general advice contained in the Report.

You should also consider the other parts of the Document before making any decision in relation to the Transaction.

Fees KPMG Corporate Finance may receive and remuneration or other benefits received by our representatives

KPMG Corporate Finance charges fees for preparing reports. These fees will usually be agreed with, and paid by, the Client. Fees are agreed on either a fixed fee or a time cost basis. In this instance, the Client has agreed to pay KPMG Corporate Finance \$85,000 for preparing the Report. KPMG Corporate Finance and its officers, representatives, related entities and associates will not receive any other fee or benefit in connection with the provision of the Report.

KPMG Corporate Finance officers and representatives (including the Authorised Representative) receive a salary or a partnership distribution from KPMG's Australian professional advisory and accounting practice (the KPMG Partnership). KPMG Corporate Finance's representatives (including the Authorised Representative) are eligible for bonuses based on overall productivity. Bonuses and other remuneration and benefits are not provided directly in connection with any engagement for the provision of general financial product advice in the Report. Further details may be provided on request.

Referrals

Neither KPMG Corporate Finance nor the Authorised Representative pay commissions or provide any other benefits to any person for referring customers to them in connection with a Report.

Associations and relationships

Through a variety of corporate and trust structures KPMG Corporate Finance is controlled by and operates as part of the KPMG Partnership. KPMG Corporate Finance's directors and Authorised Representatives may be partners in the KPMG Partnership. The Authorised Representative is a partner in the KPMG Partnership. The financial product advice in the Report is provided by KPMG Corporate Finance and the Authorised Representative and not by the KPMG Partnership.

From time to time KPMG Corporate Finance, the KPMG Partnership and related entities (KPMG entities) may provide professional services, including audit, tax and financial advisory services, to companies and issuers of financial products in the ordinary course of their businesses.

No individual involved in the preparation of this Report holds a substantial interest in, or is a substantial creditor of, the Client or has other material financial interests in the transaction.

Complaints resolution

Internal complaints resolution process

If you have a complaint, please let either KPMG Corporate Finance or the Authorised Representative know. Formal complaints should be sent in writing to The Complaints Officer, KPMG, PO Box H67, Australia Square, Sydney NSW 1213. If you have difficulty in putting your complaint in writing, please telephone the Complaints Officer on 02 9335 7000 and they will assist you in documenting your complaint.

Written complaints are recorded, acknowledged within 5 days and investigated. As soon as practical, and not more than 45 days after receiving the written complaint, the response to your complaint will be advised in writing.

External complaints resolution process

If KPMG Corporate Finance or the Authorised Representative cannot resolve your complaint to your satisfaction within 45 days, you can refer the matter to the Financial Ombudsman Service (FOS). FOS is an independent company that has been established to provide free advice and assistance to consumers to help in resolving complaints relating to the financial services industry.

Further details about FOS are available at the FOS website www.fos.org.au or by contacting them directly at:

Address: Financial Ombudsman Service Limited,
GPO Box 3, Melbourne Victoria 3001

Telephone: 1300 78 08 08

Facsimile: (03) 9613 6399 Email:
info@fos.org.au.

The Australian Securities and Investments Commission also has a freecall infoline on 1300 300 630 which you may use to obtain information about your rights.

Compensation arrangements

KPMG Corporate Finance has professional indemnity insurance cover as required by the Corporations Act 2001(Cth).

Contact Details

You may contact KPMG Corporate Finance or the Authorised Representative using the contact details:

KPMG Corporate Finance
A division of KPMG Financial Advisory Services
(Australia) Pty Ltd
Level 38, Tower 3
300 Barangaroo Avenue
Sydney NSW 2000

PO Box H67
Australia Square
NSW 1213
Telephone: (02) 9335 7000
Facsimile: (02) 9335 7200

Sean Collins
C/O KPMG
PO Box H67
Australia Square
NSW 1213
Telephone: (02) 9335 7000
Facsimile: (02) 9335 7200

Attachment F Sample Proxy Form

LODGE YOUR VOTE

 **ONLINE**
www.linkmarketservices.com.au

 **BY MAIL**
Isentia Group Limited
C/- Link Market Services Limited
Locked Bag A14
Sydney South NSW 1235 Australia

 **BY FAX**
+61 2 9287 0309

 **BY HAND**
Link Market Services Limited
1A Homebush Bay Drive, Rhodes NSW 2138

 **ALL ENQUIRIES TO**
Telephone: +61 1300 554 474



X99999999999

PROXY FORM

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

APPOINT A PROXY

the chairperson of the Scheme Meeting (mark box)

OR if you are **NOT** appointing the chairperson of the Scheme Meeting as your proxy, please write the name and email of the person or body corporate you are appointing as your proxy.

Name

STEP 1

or failing the person or body corporate named, or if no person or body corporate is named, the chairperson of the Scheme Meeting, as my/our proxy to act on my/our behalf (including to vote in accordance with the following directions or, if no directions have been given and to the extent permitted by the law, as the proxy sees fit) at the Scheme Meeting of the Company to be held at **9:00am on Tuesday, 17 August 2021** and at any postponement or adjournment of the Scheme Meeting.

Isentia Shareholders and their authorised proxies, attorneys and corporate representatives can participate and vote online at <https://agmlive.link/ISDSM21> (refer to details in the Notice of Scheme Meeting).

The chairperson of the Scheme Meeting intends to vote all available undirected proxies in favour of the Scheme Resolution in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Isentia Shareholders.

VOTING DIRECTIONS

Proxies will only be valid and accepted by the Company if they are signed and received no later than 48 hours before the Scheme Meeting.

Please read the voting instructions overleaf before marking any boxes with an

Resolution

1 Scheme Resolution

For Against Abstain*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

STEP 2



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

SIGNATURE OF SHAREHOLDERS – THIS MUST BE COMPLETED

Shareholder 1 (Individual)

Sole Director and Sole Company Secretary

Contact Name

Joint Shareholder 2 (Individual)

Director/Company Secretary (Delete one)

Contact Day Telephone

Joint Shareholder 3 (Individual)

Director

Date

STEP 3

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

ISD PRX2101N



HOW TO COMPLETE THIS SHAREHOLDER PROXY FORM

YOUR NAME AND ADDRESS

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

APPOINTMENT OF PROXY

If you wish to appoint the chairperson of the Scheme Meeting as your proxy, mark the box in Step 1. If you wish to appoint someone other than the chairperson of the Scheme Meeting as your proxy, please write the name and email address of that individual or body corporate in Step 1. If you leave this section blank, the chairperson of the Scheme Meeting will be your proxy. A proxy need not be a shareholder of the Company.

DEFAULT TO CHAIRPERSON OF THE SCHEME MEETING

Any directed proxies that are not voted on a poll at the Scheme Meeting will default to the chairperson of the Scheme Meeting, who is required to vote those proxies as directed. The chairperson of the Scheme Meeting intends to vote all available undirected proxies in favour of the Scheme Resolution in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Isentia Shareholders.

VOTES ON ITEMS OF BUSINESS – PROXY APPOINTMENT

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

APPOINTMENT OF A SECOND PROXY

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

To appoint a second proxy you must:

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

SIGNING INSTRUCTIONS

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

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

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

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

Companies: where the company has a sole director who is also the sole company secretary, this form must be signed by that person. If the company (pursuant to section 204A of the *Corporations Act 2001*) does not have a company secretary, a sole director can also sign alone.

Otherwise this form must be signed by a director jointly with either another director or a company secretary. Please indicate the office held by signing in the appropriate place.

CORPORATE REPRESENTATIVES

If a representative of the corporation is to participate in and vote at the Scheme Meeting via the online platform, the appropriate "Certificate of Appointment of Corporate Representative" must be received at vote@linkmarketservices.com.au prior to admission in accordance with the Notice of Scheme Meeting. A form of the certificate may be obtained from the Company's share registry or online at www.linkmarketservices.com.au.

LODGEMENT OF A PROXY FORM

This proxy form (and any power of attorney under which it is signed) must be received at an address given below by **9.00am on Sunday, 15 August 2021**, being no later than 48 hours before the commencement of the Scheme Meeting. Any proxy form received after that time will not be valid for the scheduled Scheme Meeting.

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



ONLINE

www.linkmarketservices.com.au

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



BY MOBILE DEVICE

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

QR Code



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



BY MAIL

Isentia Group Limited
C/- Link Market Services Limited
Locked Bag A14
Sydney South NSW 1235
Australia



BY FAX

+61 2 9287 0309



BY HAND

delivering it to Link Market Services Limited*
1A Homebush Bay Drive
Rhodes NSW 2138
or
Level 12
680 George Street
Sydney NSW 2000

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

Corporate Directory

Registered Office

Isentia

Level 3, 219-241 Cleveland St
Strawberry Hills, NSW 2012
Telephone: +61 2 9318 4000

Directors

Doug Snedden (Chairman, Non-Executive Director)
Ed Harrison (Chief Executive Officer, Managing Director)
Peter George (Non-Executive Director)
Fiona Pak-Poy (Non-Executive Director)
Justin Kane (Non-Executive Director)

Financial Adviser

Macquarie Capital (Australia) Limited

Level 4, 50 Martin Place
Sydney NSW 2000

Legal Adviser

Gilbert + Tobin

Level 35
Tower Two, International Towers Sydney
200 Barangaroo Avenue
Barangaroo Sydney NSW 2000,
Australia

Share Registry

Link Market Services Limited

Level 12, 680 George Street
Sydney NSW 2000

Auditors

Deloitte Touche Tohmatsu

Level 9, Grosvenor Place
225 George Street
Sydney NSW 2000

Independent Expert

KPMG Corporate Finance

A division of KPMG Financial Advisory Services (Australia) Pty Limited
Level 38, Tower Three
300 Barangaroo Ave
Sydney NSW 2000

Shareholder Information Line

1300 158 729 (within Australia)
+61 2 9066 4058 (outside Australia)
The Isentia Shareholder Information Line is open on Business Days between 9.00am and 6.00pm (Sydney time)

Company Secretary

Jacque Shanahan

ASX Limited

ASX:ISD