

Form 604

Corporations Law
Section 671B

Notice of change of interests of substantial holder

To: Company Name/Scheme RP DATA LIMITED
ACN/ARSN 087 759 171

1. Details of substantial holder

Name UBS AG and its related bodies corporate

ACN/ARSN (if applicable): _____

There was a change in the interests of the substantial holder on 7 February 2011

The previous notice was given to the company on 14 January 2011

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous Notice		Present Notice	
	Person's Votes	Voting Power (5)	Person's Votes	Voting Power (5)
Ordinary	12,465,723	8.35%	14,763,441	9.89%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of Change (6)	Consideration given in relation to change (7)	Class and Number of securities affected	Person's votes affected
Please see Annexure A.					

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
UBS Global Asset Management (Australia) Ltd	Various custodians	UBS Global Asset Management (Australia) Ltd	Fund Manager with power to exercise control over voting shares	9,977,187 Ordinary	9,977,187
UBS AG, Australia Branch	UBS Nominees Pty Ltd	UBS AG, Australia Branch	Prime Broker with power to control the exercise of the power to dispose of shares pursuant to a Prime Broking Agreement (see attached)	1,473,897 Ordinary	1,473,897
UBS Securities Australia Ltd	Brispot Nominees Pty Ltd	UBS Securities Australia Ltd	Beneficial owner	3,312,357 Ordinary	3,312,357

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ ARSN (if applicable)	Nature of association
N/A	N/A

6. Addresses

The addresses of persons named in this form are as follows:

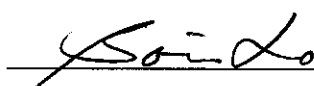
Name	Address
Details of all UBS offices can be found through the following link: http://apps.ubs.com/locationfinder	

SIGNATURE

Print Name: Boris Lo

Capacity: Authorised signatory

Sign Here:

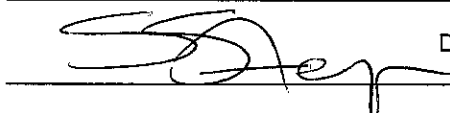


Date: 9 February 2011

Print Name: Susanne Steyn

Capacity: Authorised signatory

Sign Here:



Date: 9 February 2011

Contact details for this notice:

Tiffany Leung
Legal & Compliance
(T) +852 2971 8042
(F) +852 2971 7895

Annexure A

Date of change	Person whose relevant interest changed	Nature of Change	Consideration given in relation to change	Number of securities	Class
13-Jan-11	UBS Securities Australia Ltd	Buy	1,098,341	677,737	Ordinary
13-Jan-11	UBS Securities Australia Ltd	Sell	1,503,011	(927,441)	Ordinary
13-Jan-11	UBS Securities Australia Ltd	Sell	412,500	(250,000)	Ordinary
14-Jan-11	UBS Securities Australia Ltd	Sell	166	(100)	Ordinary
14-Jan-11	UBS Securities Australia Ltd	Sell	331,000	(200,000)	Ordinary
14-Jan-11	UBS Securities Australia Ltd	Sell	259,668	(156,899)	Ordinary
14-Jan-11	UBS Securities Australia Ltd	Sell	166	(100)	Ordinary
14-Jan-11	UBS Securities Australia Ltd	Sell	166	(100)	Ordinary
14-Jan-11	UBS Securities Australia Ltd	Sell	166	(100)	Ordinary
14-Jan-11	UBS Securities Australia Ltd	Sell	2,222,170	(1,342,701)	Ordinary
14-Jan-11	UBS Securities Australia Ltd	Sell	2,234,250	(1,350,000)	Ordinary
14-Jan-11	UBS Securities Australia Ltd	Buy	2,234,250	1,350,000	Ordinary
16-Jan-11	UBS Securities Australia Ltd	Buy	2,234,250	1,350,000	Ordinary
16-Jan-11	UBS Securities Australia Ltd	Sell	2,234,250	(1,350,000)	Ordinary
17-Jan-11	UBS Securities Australia Ltd	Buy	4,965	3,000	Ordinary
17-Jan-11	UBS Securities Australia Ltd	Buy	41,375	25,000	Ordinary
17-Jan-11	UBS Securities Australia Ltd	Buy	13,240	8,000	Ordinary
17-Jan-11	UBS Securities Australia Ltd	Buy	13,240	8,000	Ordinary
17-Jan-11	UBS Securities Australia Ltd	Buy	19,860	12,000	Ordinary
17-Jan-11	UBS Securities Australia Ltd	Buy	7,203	4,352	Ordinary
17-Jan-11	UBS Securities Australia Ltd	Buy	830,000	500,000	Ordinary
17-Jan-11	UBS Securities Australia Ltd	Buy	87,715	53,000	Ordinary
17-Jan-11	UBS Securities Australia Ltd	Buy	83	50	Ordinary
17-Jan-11	UBS Securities Australia Ltd	Buy	82,750	50,000	Ordinary
18-Jan-11	UBS Securities Australia Ltd	Buy	82,750	50,000	Ordinary
18-Jan-11	UBS Securities Australia Ltd	Buy	9,930	6,000	Ordinary
18-Jan-11	UBS Securities Australia Ltd	Buy	6,620	4,000	Ordinary
18-Jan-11	UBS Securities Australia Ltd	Buy	41,375	25,000	Ordinary
18-Jan-11	UBS Securities Australia Ltd	Buy	8,275	5,000	Ordinary
18-Jan-11	UBS Securities Australia Ltd	Buy	68,335	41,290	Ordinary
18-Jan-11	UBS Securities Australia Ltd	Buy	10,592	6,400	Ordinary
18-Jan-11	UBS Securities Australia Ltd	Buy	49,650	30,000	Ordinary
18-Jan-11	UBS Securities Australia Ltd	Buy	165,500	100,000	Ordinary
19-Jan-11	UBS Securities Australia Ltd	Sell	713,388	(429,752)	Ordinary
19-Jan-11	UBS Securities Australia Ltd	Buy	5,801	3,505	Ordinary
19-Jan-11	UBS Securities Australia Ltd	Buy	8,275	5,000	Ordinary
19-Jan-11	UBS Securities Australia Ltd	Buy	33,100	20,000	Ordinary
19-Jan-11	UBS Securities Australia Ltd	Buy	3,520	2,127	Ordinary
19-Jan-11	UBS Securities Australia Ltd	Buy	88	53	Ordinary
19-Jan-11	UBS Securities Australia Ltd	Buy	405	245	Ordinary
20-Jan-11	UBS Securities Australia Ltd	Buy	713,388	429,752	Ordinary
20-Jan-11	UBS Securities Australia Ltd	Sell	606,531	(365,380)	Ordinary
20-Jan-11	UBS Securities Australia Ltd	Buy	62,854	37,978	Ordinary
21-Jan-11	UBS Securities Australia Ltd	Buy	218,263	131,736	Ordinary
28-Jan-11	UBS Securities Australia Ltd	Buy	362,318	218,264	Ordinary
7-Feb-11	UBS Securities Australia Ltd	Buy	4,985,100	3,000,000	Ordinary

PRIME BROKERAGE AGREEMENT

Details

Interpretation – definitions are at the end of the General terms

Parties	UBS and Customer	
UBS	Name	UBS AG, Australia Branch
	ABN	47 088 129 613
	AFSL	231 087
	Address	Level 16 Chifley Tower, 2 Chifley Square, Sydney, NSW, 2000
	Telephone	+61 2 9324 2000
	Fax	+61 2 9324 2558
	Attention	General Counsel
Customer	Name	
	ABN	
	AFSL	
	Address	
	Telephone	
	Fax	
	Attention	
	Scheme	
ARSN		
Recitals	A	The Customer wishes to appoint UBS to provide a prime brokerage service to the Customer in its capacity as trustee and manager of the Scheme.
	B	UBS wishes to accept that appointment.
Governing law	New South Wales	
Date of agreement	See Signing page	

10.2 Custodial Assets

UBS may request the Custodian at any time to pay or deliver to UBS any of the Custodial Assets, provided that UBS may only request the Custodian to deliver to UBS Custodial Assets which are ASX listed securities if such delivery would not cause UBS to have a 'relevant interest' for the purposes of the Corporations Act 2001 (C'th) of greater than 18% in any ASX listed entity. Subject to clauses 10.3, 10.4, 10.5 and 10.6 the Customer agrees that any Custodial Assets which UBS requests the Custodian to pay or deliver to UBS, or any Collateral, may be used by UBS for UBS's own account (including to borrow, lend, charge, re-hypothecate, dispose of or otherwise use for its own purposes) and in respect of UBS's obligations (or those of other customers of UBS) and, as a consequence, those Assets are not held by UBS for the Customer or the Custodian. UBS will have a contractual obligation to return equivalent Custodial Assets to the Custodian in accordance with clause 10.6. The Customer and the Custodian will in relation to the obligation to return equivalent Custodial Assets rank as one of UBS's general creditors in the event of UBS becoming Insolvent. Subject to clause 4.2 of the ASLA, UBS may retain all fees, profits and other benefits received in connection with such activities.

10.3 Express Authorisation for Collateral

Without limiting UBS's right to request transfer of any of the Custodial Assets under clause 10.2, the Customer expressly authorises UBS in its discretion to:

- (a) identify any Collateral as being held as margin or security against a particular obligation of the Customer under this agreement or against an UBS Transaction;
- (b) subject to clauses 10.2 and 10.5, transfer any Custodial Assets to UBS expressly as Collateral for any obligations of the Customer under this agreement or an UBS Transaction; and
- (c) transfer the proceeds of a cash advance made to the Customer to any Related Entity to satisfy any margin or security requirement of a Related Entity in relation to a Transaction (provided that the Customer and UBS have previously agreed in writing that the Transaction is a Transaction to which this clause 10.3 applies).

10.4 No Derogation from Liability to provide Collateral

The authorisation of UBS set out in clause 10.3 does not derogate from the Customer's obligation to meet a demand for Outstanding Margin Requirement under clause 5.3 or any margin or security requirement owed to a Related Entity. Unless UBS agrees otherwise in a particular case, UBS is only deemed to have agreed to transfer Custodial Assets to meet an Outstanding Margin Requirement or transferring the proceeds of a cash advance to the Customer to meet a margin or security requirement of a Related Entity upon it actually transferring those Custodial Assets or proceeds (as applicable) and is not liable for failure to do so.

10.5 Provision of Collateral

Subject to UBS's rights under clause 10.2, Collateral which is required by UBS pursuant to clause 5, if provided to the Custodian, will be held by the Custodian as bare trustee for the Customer subject to the Security. Any other Collateral provided to UBS in accordance with clause 5 will be provided to UBS in accordance with the terms and conditions of the ASLA and with the Rules. Securities delivered by the Custodian to UBS under clause 10.2 will be deemed to be provided by the Customer to UBS in accordance with the terms and conditions of the ASLA and with the Rules. UBS will become the legal and beneficial owner of those securities upon taking delivery of them from the Custodian.

10.6 Custodial Assets to be borrowed by UBS

Any Custodial Assets which UBS has the Custodian pay or deliver to it, will be borrowed by UBS from the Customer in accordance with the terms and conditions of the ASLA and with the Rules. If any of the terms of the ASLA are inconsistent with any of the terms of this agreement, this agreement prevails to the extent of the inconsistency.

10.7 Withholding Taxes on Income

If a law requires UBS to deduct an amount in respect of Taxes in relation to any income or other payments to the Customer under this agreement, the Customer authorises UBS to make such deductions without any further express instructions. UBS will pay to the Customer the amount of income or other payments net of Taxes.

11 Representations, Warranties and Acknowledgment

11.1 Customer's representations and warranties

The Customer represents and warrants to UBS that:

- (a) it has the power to enter into and perform its obligations under this agreement, and has duly executed this agreement so as to constitute valid and binding obligations of the Customer;
- (b) it has duly executed this agreement in its capacity as trustee and manager of the Scheme and for the benefit of the beneficiaries of the Scheme;
- (c) it holds such licences and authorities as are necessary to lawfully perform its obligations under this agreement;
- (d) in giving any instructions under this agreement, the Customer will act as principal;
- (e) in giving any instructions under this agreement, the Customer will act in accordance with the provisions of its constitution, the constitution of the Scheme or other constituent documents, any applicable laws and regulations and comply with any investment restrictions in any prospectus, information memorandum, investment management