



XENITH IP GROUP LIMITED (ACN 607 873 209)

ASX ANNOUNCEMENT

31 August 2016

Despatch of Share Purchase Plan Documentation

Xenith IP Group Limited (ASX: XIP) refers to its announcement on 23 August 2016 and advises that it has despatched the following documents to all eligible shareholders regarding the Company's Share Purchase Plan (**SPP**):

- a letter from the Chair of Xenith IP Group;
- the Terms and Conditions for the SPP; and
- a personalised Application Form.

A copy of each document is attached overleaf.

Key dates in relation to the SPP are as follows:

- Record Date for SPP – 22 August 2016
- SPP opens – 30 August 2016
- SPP closes – 14 September 2016
- Allotment of new shares under the SPP – 20 September 2016
- Expected quotation of SPP shares on ASX – 20 September 2016
- Despatch of SPP holding statements – 21 September 2016

For further information contact

Stuart Smith

Managing Director

Ph: 61 9777 1122



30 August 2016

Dear Shareholders

Share Purchase Plan

The Board of Directors of Xenith IP Group Limited (ASX:XIP) (**Xenith** or **Company**) is pleased to announce a Share Purchase Plan (**SPP**), providing shareholders an opportunity to increase their holding in the Company.

Under the SPP, eligible shareholders will be able to purchase additional fully paid ordinary shares in Xenith (**Shares**) at an issue price of \$3.35 per Share, without paying brokerage or other transaction costs. Eligible shareholders include those registered as at 7pm (Sydney time) on Monday, 22 August 2016 with a registered address in Australia (**Eligible Shareholders**). The Company has determined that it is not practical for holders of Shares with addresses on the register in other jurisdictions to participate in the SPP.

The SPP is not underwritten.

1. Share Purchase Plan

The SPP entitles Eligible Shareholders, irrespective of the size of their shareholding, to purchase up to a maximum of \$15,000 worth of Shares (i.e. 4,477 Shares) at an issue price of \$3.35 per Share (**Offer**). The SPP has no maximum raising amount or minimum raising amount.

As at the last trading day immediately prior to the announcement date of the Offer, the closing price of the Shares traded on ASX was \$3.60 which is higher than the issue price of \$3.35 under the Offer representing a 7% discount. The issue price under the Offer is the same price as the issue price under the placement detailed in Xenith's announcement dated 23 August 2016.

There is no guarantee that the market price of Shares will remain above \$3.35 between the date of Offer and the date of issue of the Shares under the SPP.

It is intended that funds raised by the SPP will be applied to the proposed acquisition of the businesses and brands of Watermark from the principals of Watermark and their legal entities. Further details of the proposed acquisition are in Xenith's announcement dated 23 August 2016. The funds raised under the SPP will also provide Xenith with additional working capital and strengthen Xenith's capital position.

An outline of the SPP is set out in this letter and the enclosed Terms and Conditions. Your personalised application form in relation to the SPP (**Application Form**) and reply paid envelope are included in this package.

2. How much can you invest?

Eligible Shareholders may only apply for a maximum of \$15,000 worth of Shares under the SPP.

3. When to apply

The SPP will open at 9.00am (AEST) on 30 August 2016 and will remain open until 5.00pm (AEST) on 14 September 2016. As soon as practicable after the close of the Offer, the Company will make an ASX announcement as to the outcome of the SPP and the number of Shares to be issued.

- **Subscription and Application Procedure:** If you would like to participate in the Offer, you can either:

- complete the enclosed Application Form and send it together with your payment by cheque made payable to "Xenith IP Group Limited" and drawn in Australian currency, to the Company's share registry:

Computershare Investor Services Pty Limited
GPO BOX 505 Melbourne Victoria 3001

to be received by the share registry no later than **5pm (AEST) on the Closing Date of Wednesday, 14 September 2016**. No late applications will be accepted; or

- make a BPAY® payment from your cheque or savings account by using the Biller Code and Reference Number shown on your Application Form which is required to identify your holding.

Once an application has been made it cannot be revoked. All valid applications shall be deemed accepted if received before the **Closing Date of 5pm (AEST) on 14 September 2016**. If the exact amount of money is not tendered with your application, the Company reserves the right to either:

- return your Application Form and/or payment and not allot any Shares to you; or
- allot to you the number of Shares that would have been allotted had you applied for the highest designated amount that is less than the amount of your payment and refund the excess application money to you by cheque as soon as possible, without interest.

The maximum investment any shareholder may apply for will remain \$15,000 even if a shareholder receives more than one Offer (whether in respect of a joint holding or because the shareholder has more than one holding under a separate account).

Under the Offer, Eligible Shareholders may participate by selecting only one of the following offers to purchase Shares under the Plan:

Parcels	\$3.35 per Share*	
746	new Shares for	\$2,500
1,492	new Shares for	\$5,000
2,238	new Shares for	\$7,500
2,985	new Shares for	\$10,000
4,477	new Shares for	\$15,000

*You agree that if there is a rounding down of a fractional number of new Shares, any remaining balance of your payment after your allotment will form part of the assets of the Company and will not be refunded.

4. Custodians and Nominees

Eligible Shareholders who hold Shares as Custodian or Nominee (**Custodian**) for one or more persons on the Record Date (**Beneficiary**) may apply for up to a maximum amount of \$15,000 worth of Shares in respect of each Beneficiary who is resident in Australia, subject to providing a Custodian Certificate to the Company, as described in the Terms and Conditions enclosed with this letter. Please refer to the Terms and Conditions for more details.

Risk Factors

On the last trading day immediately prior to the announcement date of the Offer, the closing price of the Shares traded on ASX was \$3.60. The market price of Shares in the Company may rise and fall between the date of the Offer and the date that any Shares are issued to you as a result of your application under this Offer.

The Board of Xenith recommends that you obtain your own financial and taxation advice in relation to the Offer and consider price movements of Shares in the Company prior to making an application under this Offer.

5. Additional Information and Important Dates

The Offer cannot be transferred and the Directors of the Company reserve the right to reject, or scale back, on an equitable basis, any application. Shares allotted under the SPP will be issued no later than 10 business days after the Closing Date of the Offer. Application for quotation on ASX of the new Shares will be made immediately following the issue of those Shares.

The SPP has no maximum raising amount or minimum raising amount. The Company, however, reserves absolute discretion regarding the final amount raised under the SPP.

If the Company rejects or scales-back an application or purported application, the Company will promptly return to the shareholder the relevant application monies, without interest.

6. Foreign offer restrictions

This letter and the Terms and Conditions may not be released or distributed in any country other than Australia. This letter and the Terms and Conditions do not constitute an offer to sell, or a solicitation of an offer to buy, securities in any other country. In particular, any securities described in this letter and the Terms and Conditions have not been, and will not be, registered under the US Securities Act of 1933 (as amended) and may not be offered or sold in the United States except in transactions exempt from, or not subject to, registration under the US Securities Act and applicable US state securities laws. Accordingly you must not send copies of the SPP or any other material relating to the SPP to any person in the United States or to any person who is, or is acting for the account or benefit of U.S. Persons.

7. No Underwriting

The SPP is not underwritten. The Directors do not intend to place any shortfall.

8. Indicative Timetable*

Record Date (7.00pm AEST)	22 August 2016
Announcement Date of Plan	23 August 2016
Offer Opens	30 August 2016
Closing Date of Offer	14 September 2016 Application Forms together with payment by cheque or BPAY® must be received by this time and date
Issue of Shares under the SPP	20 September 2016
Quotation of new Shares on ASX	20 September 2016
Despatch date for holding statements	21 September 2016

** These dates are indicative only. The Company may vary the dates and times of the Offer without notice.*

Accordingly, Eligible Shareholders are encouraged to submit their Application Forms as early as possible. If you choose not to participate in the Offer, your right to participate lapses on the Closing Date.

By applying for new Shares under the SPP, you agree to be bound by the enclosed Terms and Conditions and the Company's constitution. Applications for new Shares under the SPP cannot be withdrawn or altered.

The SPP is governed by the law in force in New South Wales. By submitting an application for new Shares, you submit to the non-exclusive jurisdiction of the Courts of New South Wales.

Should you wish to discuss any information contained in this letter further, do not hesitate to contact the Company's Share Registry (details below):

Computershare Investor Services Pty Limited

by post: GPO BOX 505 Melbourne Victoria 3001

or

by phone: 1300 850 505 (within Australia) or +61 3 9415 4000 (outside Australia) at any time from 8.30am to 5.00pm (AEST) from Monday to Friday.

On behalf of the Board, I invite you to consider this opportunity to increase your investment in the Company.

Yours faithfully

A handwritten signature in black ink, appearing to read 'S. Krieger', written in a cursive style.

Sibylle Krieger

Chair, Xenith IP Group Limited

XENITH IP GROUP LIMITED**ACN: 607 873 209****Share Purchase Plan - Terms and Conditions**

This is an important document. If you have any doubts as to what you should do, please consult your stockbroker, lawyer, accountant or financial adviser.

The purpose of the Share Purchase Plan (**SPP**) is to offer shareholders of Xenith IP Group Limited (**Xenith** or **Company**) with the opportunity to subscribe for fully paid ordinary shares in the Company (**Shares**) up to a maximum value of \$15,000 per shareholder, i.e. 4,477 Shares (when combined with any shares issued under any share purchase plan in the 12 months preceding the date of the SPP) at an issue price of \$3.35 per Share, without incurring brokerage or transaction costs (**Offer**).

This Offer under the SPP is made in accordance with the requirements of ASIC Class Order [CO 09/425] which grants relief from the requirement to prepare a prospectus for the offer of Shares in Australia under the SPP.

Offer timetable*

Record Date (7.00pm AEST) The date on which Xenith determines Eligible Shareholders	22 August 2016
Announcement of Share Purchase Plan	23 August 2016
Share Purchase Plan Offer Opens	30 August 2016
Closing Date (5.00pm AEST) The date on which the SPP closes	14 September 2016
Allotment Date The date on which the new Shares are allotted and any scaleback is announced	20 September 2016
Quotation of Shares on ASX The date on which the new Shares commence trading on the ASX	20 September 2016
Despatch Date The date on which holding statements are sent to Shareholders	21 September 2016

**Xenith may alter these dates in its discretion, including the Closing Date of the Offer.*

Shareholders Eligible to Participate

Holders of Shares that are registered with an Australian address at 7.00pm AEST on the Record Date are eligible shareholders (**Eligible Shareholders**) and may participate in the SPP, unless such registered shareholder holds shares on behalf of another person who resides outside Australia. Due to foreign securities laws, the Company has determined that it is not practical for shareholders resident in other countries to be offered the opportunity to participate in the SPP. Shares to be allotted under the SPP have not been and will not be registered under the U.S. Securities Act and may not be offered, sold or delivered, directly or indirectly, in or to persons in, the United States.

Participation in the SPP is entirely optional and is subject to these Terms and Conditions. The offer to acquire new Shares is not a recommendation. If you are in doubt about the SPP, whether you should participate in the Offer or how participation will affect you, you should consider seeking independent financial and taxation advice before making a decision as to whether or not to accept this Offer. The Company also recommends that you monitor the Company's share price which can be found on the Australian Securities Exchange website (www.asx.com.au) (ASX Code: **XIP**).

Offers made under the SPP are non-renounceable (i.e. Eligible Shareholders may not transfer their rights to any Shares offered under the SPP).

Under the SPP, the maximum amount which any Eligible Shareholder may subscribe for in any consecutive 12 month period is \$15,000. The directors of the Company (**Directors**) may also determine in their discretion the minimum and maximum amount for participation, the number of Shares to be offered under the SPP and the period the offer is available to Eligible Shareholders.

Under the Offer, Eligible Shareholders may participate by selecting only one of the following offers to purchase Shares under the Plan:

Parcels	\$3.35 per Share*	
746	new Shares for	\$2,500
1,492	new Shares for	\$5,000
2,238	new Shares for	\$7,500
2,985	new Shares for	\$10,000
4,477	new Shares for	\$15,000

*You agree that if there is a rounding down of a fractional number of new Shares, any remaining balance of your payment after your allotment will form part of the assets of the Company and will not be refunded.

If two or more persons are recorded in the register of shareholders of Xenith as jointly holding Shares, they are considered to be a single registered holder for the purposes of this SPP and they are entitled to participate in the SPP in respect of that single holding only. If as joint holders, they receive more than one offer under the SPP due to multiple identical holdings, the joint holders may still only contribute a maximum of \$15,000 in applying for Shares under the Offer.

Custodians, trustees and nominees

If you are an Eligible Shareholder and hold Shares as a custodian, trustee or nominee within the definition of "custodian" in ASIC Class Order [CO 09/425] (refer below) (**Custodian**), you may contribute a maximum of \$15,000 in applying for up to the maximum of new Shares for each beneficiary on whose behalf you or a downstream custodian hold Shares (but joint holders are taken to be a single holder), subject to providing a certificate to Xenith (**Custodian Certificate**) with the following information:

- that you held Shares on behalf of one or more other persons who are resident in Australia (each a **Participating Beneficiary**) at 7:00pm (AEST) on the **Record Date** who have subsequently instructed you to apply for Shares under the SPP on their behalf;
- the number of Participating Beneficiaries and their names and addresses;
- the number of Shares that you hold on behalf of each Participating Beneficiary;
- the dollar amount of Shares that each Participating Beneficiary has instructed you, either directly or indirectly through another custodian, to apply for on their behalf;
- that the application price for Shares applied under the Offer for each Participating Beneficiary for whom you act plus the application price for any other Shares issued to you as custodian for that Participating Beneficiary under any arrangement similar to the SPP in the prior 12 months does not exceed \$15,000;
- that a copy of the written Terms and Conditions was given to each Participating Beneficiary; and
- where you hold Shares on behalf of a beneficiary indirectly, through one or more interposed custodians, the name and address of each interposed custodian.

For the purposes of ASIC Class Order [CO 09/425] you are a 'custodian' if you are a registered holder that:

- holds an Australian financial services licence that:
 - covers the provision of a custodial or depositary services; or
 - covers the operation of an IDPS (as defined in ASIC Class Order [CO13/763]); or

- that is exempt under:
 - paragraph 7.6.01(1)(k) of the *Corporations Regulations 2001* (Cth); or
 - paragraph 7.6.01(1)(na) of the *Corporations Regulations 2001* (Cth); or
 - ASIC Class Orders [CO 03/1099], [CO 03/1100], [CO 03/1101], [CO 03/1102], [CO 04/829] or [CO 04/1313]; or
 - an individual instrument of relief granted by ASIC to the person in terms similar to one of the class orders referred to in the above subparagraph; or
 - paragraph 911A(2)(h) of the Corporations Act;

from the requirement to hold an Australian financial services licence for the provision of a custodial or depositary service; or

- that is a trustee of a:
 - self-managed superannuation fund; or
 - a superannuation master trust;
- is a responsible entity of IDPS-like schemes (as defined by ASIC Class Order (CO 02/296));
- is noted on the Company's register of members as holding the Shares on account of another person.

If you hold Shares as a trustee or nominee for another person or persons but are not a Custodian as defined in ASIC Class Order [CO 09/425], you cannot participate for beneficiaries in the manner described above.

Custodians should request a Custodian Certificate when making an application on behalf of Participating Beneficiaries. To request a Custodian Certificate and if you would like further information on how to apply, you should contact Computershare Investor Services Pty Limited on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside Australia) at any time from 8.30am to 5.00pm (AEST) Monday to Friday during the Offer period.

Xenith reserves the right to reject any application for Shares to the extent it considers that the application (whether alone or in conjunction with other applications) does not comply with these requirements. Xenith reserves the right to reject applications in accordance with these Terms and Conditions.

Price of Shares

The price of Shares to be issued under the SPP will be \$3.35 per Share.

As at the last trading day immediately prior to the announcement date of the Offer, the closing price of the Shares traded on ASX was \$3.60 which is higher than the issue price of \$3.35 under the Offer representing a 7% discount. This price is the same price as the issue price under the placement detailed in Xenith's announcement 23 August 2016.

There is no guarantee that the market price of Shares will remain above \$3.35 between the date of Offer and the date of issue of the Shares under the SPP.

Applications and Application Procedure

If you would like to participate in the Offer, you can either:

- complete the enclosed Application Form and send it together with your payment by cheque made payable to "Xenith IP Group Limited" and crossed Not Negotiable and drawn in Australian currency for the correct amount, to Xenith's share registry:
- Computershare Investor Services Pty Limited**
GPO BOX 505 Melbourne Victoria 3001
- to be received by the share registry no later than 5pm (AEST) on the Closing Date. No late applications will be accepted.
- Or, make a BPAY® payment from your cheque or savings account by using the Biller Code and Reference Number shown on your Application Form which is required to identify your holding. If you have multiple holdings you will have multiple BPAY® Reference Numbers. To ensure you receive your Shares under the Offer in respect of that holding you must use the specific Biller Code and Reference Number shown on each personalised Application Form when paying for any Shares that you may wish to apply for in respect of that holding (noting the Offer is limited to \$15,000 per Eligible Shareholder). If you inadvertently use the same Reference Number for more than one of your applications, you will be deemed to have applied only for that application to which that Reference Number applies and any excess amount will be refunded. If you make your payment using BPAY® you do not need to return your Application Form. Payments made by BPAY® received after 5pm (AEST) on the **Closing Date** will not be accepted. Applicants should be aware that their own financial institution may implement earlier cut off times with regards to electronic payment, and should therefore take this into consideration when making payment. You may also have your own limit on the amount that can be paid via BPAY®. It is your responsibility to check that the amount you wish to pay via BPAY® does not exceed your limit.

Applicants should not forward cash and direct bank transfers are not permitted. You will not be able to withdraw or revoke your application once you have submitted it.

Acknowledgement and Agreement

If you apply to participate in the SPP by completing and returning the Application Form or making payment using BPAY®:

- (a) you confirm that you are an Eligible Shareholder and represent and warrant that you are not a person to whom it would be illegal to make an offer or issue of Shares under the SPP;
- (b) you have read the Terms and Conditions in full and agree that your application is made in accordance with these Terms and Conditions;
- (c) you declare that all statements in your Application Form are true and complete and not misleading;
- (d) you accept that your application, under the Terms and Conditions (including the Application Form and Custodian Certificate), is irrevocable and unconditional (i.e. it cannot be withdrawn);
- (e) as at the Record Date, you were recorded on Xenith's share register as being a registered holder of Shares and having an address in Australia;
- (f) you and each person for whose account or benefit you are acting is not in the United States and is not a U.S. Person, or acting for the account or benefit of a U.S. Person;
- (g) you acknowledge that the new Shares have not, and will not be, registered under the U.S. Securities Act or the securities laws of any state or other jurisdiction of the United States, and the new Shares may not be offered, sold or otherwise transferred unless an exemption from the registration requirements of the U.S. Securities Act is available;
- (h) you represent that you have not, and you agree that you will not, send any materials relating to the SPP to any person in the United States or to any person who is, or is acting for the account or benefit of, a U.S. Person;
- (i) you authorise Xenith (and its offers or agents) to correct any error or omission in your Application Form and to complete the Application Form by the insertion of any missing details;
- (j) you acknowledge that Xenith may at any time determine that your Application Form is valid, in accordance with these Terms and Conditions, even if the Application Form is incomplete, contains errors or is otherwise defective;
- (k) you agree that where you have previously provided Xenith or its share registry with bank account details, any refund to be paid to you under these Terms and Conditions may be direct credited into that nominated account;
- (l) you accept the risk associated with any refund that may be sent to you by direct credit or cheque to your address shown on Xenith's register;

- (m) you are responsible for any dishonour fees or other costs Xenith may incur in presenting a cheque for payment which is dishonoured;
- (n) you agree to be bound by the constitution of the Company (as amended and as it may be amended from time to time in the future);
- (o) you acknowledge that neither Xenith nor Computershare has provided you with investment advice or financial product advice, and that neither has any obligation to provide this advice, concerning your decision to apply for and buy new Shares under the SPP; and
- (p) you acknowledge that Xenith is not liable for any exercise of its discretions referred to in these Terms and Conditions.

If you choose not to participate in the Offer, your right to participate lapses on the Closing Date.

Certification by Eligible Shareholders

By submitting the Application Form together with a cheque, bank draft or money order, or paying by BPAY® you certify that the aggregate of the application price paid by you for:

- (a) the Shares the subject of such Application Form; and
- (b) any other new Shares applied for by you, or which you have instructed a Custodian to acquire on your behalf under the SPP and/or any similar arrangement operated by Xenith in the 12 months prior to the date of submission of the Application Form,

does not exceed \$15,000 even though you may have received more than one offer under the SPP or received offers in more than one capacity under the SPP.

The \$15,000 limit applies irrespective of the number of Shares you hold on the Record Date. Xenith reserves the right, and in certain circumstances may be required by ASIC Class Order [CO 09/425] or other conditions, to reject any application for new Shares under the SPP to the extent it considers, or is reasonably satisfied, that the application (whether alone or in conjunction with other applications) does not comply with these requirements.

Privacy

By completing the Application Form, you will be providing personal information to Xenith. Xenith collects information about each applicant provided on an Application Form for the purposes of evaluating and processing the Application Form and, if the Application Form is successful, to administer the applicant's security holding in Xenith. If Xenith is obliged to do so by law, an applicant's personal information will be passed on to other parties strictly in accordance with legal requirements. Once personal information is no longer needed for Xenith's records, Xenith will destroy or redact it.

By submitting an Application Form, each applicant agrees that Xenith may use the information provided by an applicant on the Application Form for the purposes set out in this privacy disclosure statement and may disclose it for those purposes to the Share registry, Xenith's related bodies corporate, agents, contractors and third party service providers, including mailing houses and professional advisers, and to ASX and regulatory authorities.

If you do not provide the information required on the Application Form, Xenith may not be able to process your application.

An applicant has a right to gain access to the information that Xenith holds about that person subject to certain exemptions under law. A fee may be charged for access. Access requests must be made in writing to Xenith's registered office.

Issue of Shares

Shares to be issued under the SPP will be issued as soon as reasonably practicable after the Closing Date.

Shares issued under the SPP will rank equally in all respects with all other fully paid ordinary shares in Xenith from the date of issue, and therefore will carry the same voting rights, dividend rights and other entitlements as existing Shares.

Shareholding statements or CHESS notification will be issued in respect of all Shares issued under the SPP. The Company will make application for those Shares to be listed for quotation on the official list of ASX.

Interest

No interest will be paid on any application monies under the Offer, including any application monies returned to you.

Modification and Termination of the SPP

Xenith may modify or terminate the SPP at any time. Xenith will notify ASX of any modification to, or termination of, the SPP. The omission to give notice of any modification to, or termination of, the SPP or the failure of ASX to receive such notice will not invalidate the modification or termination.

Without limiting the above, Xenith may issue to any person fewer Shares than the person applied for under the SPP if the issue of the Shares applied for would contravene any applicable law or the Listing Rules of ASX.

Raising Amount and Scaleback

The SPP has no maximum raising amount or minimum raising amount. The Company, however, reserves absolute discretion regarding the final amount raised under the SPP.

The Directors may, in their absolute discretion, scale-back all applications on a pro-rata basis. If the Company rejects or scales-back an application or purported application, the Company will promptly return to the shareholder the relevant application monies, without interest.

Non-renounceable Offer

The offer to acquire Shares under the SPP is non-renounceable. This means that you cannot transfer your right to purchase new Shares under the Offer to a third party.

Binding terms

By accepting the offer to purchase new Shares under the SPP, you agree to be bound by these Terms and Conditions and the constitution of Xenith.

Underwriting

The Offer will not be underwritten.

Brokerage and transaction costs

No brokerage or other transaction costs are payable by you for the acquisition of new Shares under the SPP. The only cost to you is the issue price of the new Shares.

Jurisdiction

These Terms and Conditions are governed by the laws in force in New South Wales. By accepting this offer, you submit to the non-exclusive jurisdiction of the courts of New South Wales.

Questions and Contact Details

If you have any questions regarding the SPP or how to deal with this Offer, please contact your stockbroker or professional adviser or Computershare on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside Australia) at any time from 8.30am to 5.00pm (AEST) from Monday to Friday.

For all enquiries:

Phone:



(within Australia) 1300 850 505

(outside Australia) +61 3 9415 4000

XIP

MR SAM SAMPLE
123 SAMPLE STREET
SAMPLETOWN VIC 3000

Make your payment:



See overleaf for details of the Offer and how to make your payment

Share Purchase Plan Application Form

 **Your payment must be received by 5:00pm (AEST) Wednesday, 14 September 2016**

This is an important document that requires your immediate attention.

It can only be used in relation to the shareholding represented by the details printed overleaf. If you are in doubt about how to deal with this form, please contact your financial or other professional adviser.

By making payment you agree to be bound by the Constitution of Xenith IP Group Limited and that the submission of this payment constitutes an irrevocable offer by you to subscribe for Xenith IP Group Limited shares on the terms of the Share Purchase Plan (SPP).

In addition, by making payment you certify that the aggregate of the application price paid by you for:

- the New Shares the subject of the payment slip overleaf; and
- any other shares and interests in the class applied for by you under the SPP or any similar arrangement in the 12 months prior to the date of submission of the payment,

does not exceed \$15,000.

Xenith IP Group Limited may make determinations in any manner it thinks fit, in relation to any difficulties which may arise in connection with the SPP whether generally or in relation to any participant or application.

Any determinations by Xenith IP Group Limited will be conclusive and binding on all Eligible Shareholders and other persons to whom the determination relates. Xenith IP Group Limited reserves the right to waive strict compliance with any provision of the terms and conditions of the SPP, to amend or vary those terms and conditions or to suspend or terminate the SPP at any time. Any such amendment, suspension or termination will be binding on all Eligible Shareholders even where Xenith IP Group Limited does not notify you of that event.

Step 1: Registration Name & Offer Details

Details of the shareholding and the Offer are shown overleaf.

Please check the details provided and update your address via www.investorcentre.com if any of the details are incorrect.

If you have a CHESS sponsored holding, please contact your Controlling Participant to notify a change of address.

Step 2: Make Your Payment

Your payment must correspond to one of the options detailed overleaf. You may choose one option only. Note that the amount chosen may be subject to scale back in accordance with the terms of the SPP.

Choose one of the payment methods shown below.

BPAY®: See overleaf. Do not return the payment slip with BPAY payment.

By Mail: Complete the reverse side of this payment slip and detach and return with your payment. Make your cheque, bank draft or money order payable in Australian dollars to "**Xenith IP Group Limited**" and cross "**Not Negotiable**". The cheque must be drawn from an Australian bank. Cash is not accepted.

Payment will be processed on the day of receipt and as such, sufficient cleared funds must be held in your account as cheques received may not be re-presented and may result in your Application being rejected. Paperclip (do not staple) your cheque(s) to the payment slip. Receipts will not be forwarded. Funds cannot be debited directly from your account.

Entering your contact details is not compulsory, but will assist us if we need to contact you.

Share Purchase Plan Application Form

X 9999999999 I ND

STEP 1 Registration Name & Offer Details

For your security keep your SRN/HIN confidential.

Registration Name: MR SAM SAMPLE
123 SAMPLE STREET
SAMPLETOWN VIC 3000

Entitlement No: 99999999

Offer Details: Record date: 22 August 2016
Minimum value available to purchase: \$2,500
Maximum value available to purchase: \$15,000

STEP 2 Make Your Payment

BPAY
Billers Code: 999999
Ref No: 9999 9999 9999 9999

Pay by Mail: Make your cheque, bank draft or money order payable to "Xenith IP Group Limited" and cross "Not Negotiable".
Return your cheque with the below payment slip to:
Computershare Investor Services Pty Limited
GPO BOX 505 Melbourne Victoria 3001 Australia

Lodgement of Acceptance
If you are applying for New Shares and your payment is being made by BPAY, you do not need to return the payment slip below. Your payment must be received by no later than 5:00pm (AEST) Wednesday, 14 September 2016. Applicants should be aware that their own financial institution may implement earlier cut off times with regards to electronic payment, and should therefore take this into consideration when making payment. Neither Computershare Investor Services Pty Limited (CIS) nor Xenith IP Group Limited accepts any responsibility for loss incurred through incorrectly completed BPAY payments. It is the responsibility of the applicant to ensure that funds submitted through BPAY are received by this time.
If you are paying by cheque, bank draft or money order the payment slip below must be received by CIS by no later than 5:00pm (AEST) Wednesday, 14 September 2016. You should allow sufficient time for this to occur. A reply paid envelope is enclosed for shareholders in Australia. Other Eligible Shareholders will need to affix the appropriate postage. Return the payment slip below with cheque attached. Neither CIS nor Xenith IP Group Limited accepts any responsibility if you lodge the payment slip below at any other address or by any other means.

Privacy Notice
The personal information you provide on this form is collected by Computershare Investor Services Pty Limited (CIS), as registrar for the securities issuers (the issuer), for the purpose of maintaining registers of securityholders, facilitating distribution payments and other corporate actions and communications. In addition, the issuer may authorise us on their behalf to send you marketing material or include such material in a corporate communication. You may elect not to receive marketing material by contacting CIS using the details provided above or emailing privacy@computershare.com.au. We may be required to collect your personal information under the Corporations Act 2001 (Cth) and ASX Settlement Operating Rules. We may disclose your personal information to our related bodies corporate and to other individuals or companies who assist us in supplying our services or who perform functions on our behalf, to the issuer for whom we maintain securities registers or to third parties upon direction by the issuer where related to the issuer's administration of your securityholding, or as otherwise required or authorised by law. Some of these recipients may be located outside Australia, including in the following countries: Canada, India, New Zealand, the Philippines, the United Kingdom and the United States of America. For further details, including how to access and correct your personal information, and information on our privacy complaints handling procedure, please contact our Privacy Officer at privacy@computershare.com.au or see our Privacy Policy at <http://www.computershare.com/au>.

Detach here

Purchase Details for Xenith IP Group Limited (choose one option)

☐ 746 New Shares for \$2,500 OR ☐ 1,492 New Shares for \$5,000 OR ☐ 2,238 New Shares for \$7,500
☐ 2,985 New Shares for \$10,000 OR ☐ 4,477 New Shares for \$15,000



Entitlement No: 99999999

Payment must be received by 5:00pm (AEST) Wednesday, 14 September 2016

MR SAM SAMPLE
123 SAMPLE STREET
SAMPLETOWN VIC 3000

Contact Details

Contact Name Daytime Telephone

Cheque Details

Drawer Cheque Number BSB Number Account Number Amount of Cheque
A\$