

Governance Deed Poll

Dated 30 November 2020

Made by reference to and incorporated into the Memorandum and Articles of Association of the Company ("IFML") in full force and effect for the time being and from time to time as the same may be amended or altered from time to time.

King & Wood Malleons

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Governance Deed Poll

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Details	1
General terms	2
1 Interpretation	2
1.1 Interpretation	2
1.2 Definitions	2
1.3 Governing law	2
2 Director nomination and appointment rights	2
3 Unitholders right to nominate	2
4 Nominees for the board	3
5 Lodgement of board nominations	3
6 Rotation of directors	3
7 Two strikes rule	3
8 Increases in non-executive director remuneration	4
9 AGM	4
10 Term	4
11 Miscellaneous	4
11.1 Entire agreement	
11.2 Counterparts	
11.3 Notices	
11.4 Assignment	
11.5 Waiver	
11.6 Severance	
11.7 Governing law and jurisdiction	
Signing page	6

Governance Deed Poll

Deed Poll

1 Interpretation

1.1 Purpose

The purpose of this Deed is to confirm the cover of the arrangements made in relation to the matters set out in the Schedule.

1.2 General

This Deed is to be read as if it were a contract.

The words "the Company" shall mean the company named in the Schedule and "the Director" shall mean the Director named in the Schedule.

References to a person or persons shall include a company or companies named in the Deed.

ASX means the Australian Securities Exchange.

Corporations Act means the Corporations Act 2001 as amended and re-enacted from time to time.

References to the M are references to the Memorandum and Articles of Association of the Company.

References to the R are references to the Constitution ("Constitution").

1.3 Headings

The headings in this Deed are for reference only and do not constitute part of the Deed.

2 Director nomination and appointment rights

References to director nomination and appointment rights shall be deemed to include the right to nominate and appoint a Director.

3 Unitholders right to nominate

The Memorandum and Articles of Association of the Company shall be deemed to include the right to nominate and appoint a Director. The right to nominate and appoint a Director shall be deemed to include the right to nominate and appoint a Director.

(a) to be signed by the unitholder signifying the unitholder's intention to complete the transfer or election to the Member

(b) to be signed by the transferor and either the transferee or director of the Member

For the avoidance of doubt, the deed or order is void if any of the terms of the Deed or the board of the Member do not correspond to the terms of the deed or to the board of the Member. If the deed is void, the deed is void.

4 Nominees for the board

The Member may be entitled to nominate one or more persons to be directors of the Member. The Member may also nominate one or more persons to be directors of the Member. The Member may also nominate one or more persons to be directors of the Member. The Member may also nominate one or more persons to be directors of the Member.

(a) The Member may nominate one or more persons to be directors of the Member.

(b) The Member may nominate one or more persons to be directors of the Member. The Member may also nominate one or more persons to be directors of the Member. The Member may also nominate one or more persons to be directors of the Member.

5 Lodgement of board nominations

(a) The Member may lodge a nomination of one or more persons to be directors of the Member.

(b) The Member may lodge a nomination of one or more persons to be directors of the Member. The Member may also lodge a nomination of one or more persons to be directors of the Member.

6 Rotation of directors

The Member may rotate the directors of the Member. The Member may also rotate the directors of the Member.

7 Two strikes rule

The Member may be liable to the two strikes rule. The Member may also be liable to the two strikes rule. The Member may also be liable to the two strikes rule.

8 Increases in non-executive director remuneration

The Company's Remuneration Committee may recommend an increase in the remuneration of non-executive directors in accordance with the provisions of the relevant provisions of the Companies Act 2006.

9 AGM

For the purposes of the Companies Act 2006, the Company's AGM shall be held in accordance with the provisions of the Companies Act 2006 and the relevant provisions of the Companies Act 2006.

10 Term

The Deed of Understanding shall be in full force and effect from the date of its execution.

The Deed shall be subject to the relevant provisions of the Companies Act 2006.

The Deed shall be subject to the relevant provisions of the Companies Act 2006.

The Deed shall be subject to the relevant provisions of the Companies Act 2006.

11 Miscellaneous

11.1 Amendment

The Deed may be amended or varied by a written instrument signed by the relevant parties in accordance with the provisions of the Companies Act 2006.

The Deed shall be subject to the relevant provisions of the Companies Act 2006.

11.2 Assignment

The Deed may be assigned by the relevant parties in accordance with the provisions of the Companies Act 2006.

11.3 Costs

The Deed shall be subject to the relevant provisions of the Companies Act 2006.

11.4 Stamp Duty

The Deed shall be subject to the relevant provisions of the Companies Act 2006.

11.5 Entire Agreement

The Deed shall be subject to the relevant provisions of the Companies Act 2006.

11.6 Governing Law and Jurisdiction

This Deed is governed by the laws of the State of New York and the courts of the State of New York shall have exclusive jurisdiction to resolve any dispute arising out of or in connection with this Deed, including its formation, interpretation, performance or non-performance.

EXECUTED this day of _____

