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If you have sold or transferred all of your registered holding of Ordinary Shares in Euromoney Institutional Investor PLC, please send this document, together with the accompanying documents, to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected. If you have sold or transferred part only of your holding, please contact your stockbroker, bank or other agent through whom the sale or transfer was effected, immediately.

EUROMONEY INSTITUTIONAL INVESTOR PLC

GENERAL MEETING

Notice of a General Meeting of the Company to be held at Euromoney Institutional Investor PLC, 8 Bouverie Street, London EC4Y 8AX, and convened for 11.00 a.m. on Monday 1 June 2015, is set out at the end of this document. A Form of Proxy for use at the General Meeting is enclosed and, to be valid, must be completed and returned in accordance with the instructions printed thereon so as to be received by Equiniti, the Company’s registrars, not later than 11.00 a.m. on Thursday 28 May 2015.

LETTER FROM THE CHAIRMAN

EUROMONEY INSTITUTIONAL INVESTOR PLC

(Registered and incorporated in England No. 954730)

Registered and Head Office:
8 Bouverie Street
London
EC4Y 8AX

14 May 2015

Dear Shareholder,

PROPOSAL TO APPROVE A REVISED REMUNERATION POLICY AND INTRODUCE A PERFORMANCE SHARE PLAN

1. Introduction

On 9 April 2015, Euromoney Institutional Investor PLC (the **"Company"**) announced the appointment of Andrew Rashbass as Executive Chairman, subject to Shareholder approval. It is intended that Mr Rashbass will join the board of Directors of the Company (the **"Board"**) and become Executive Chairman with effect from 1 October 2015 upon my planned retirement.

The Board believes that Mr Rashbass is a good fit for us given his track record, international experience and proven ability to manage top-quality editorial products while also growing digital revenues globally. He will inherit a strong platform which is well positioned for growth and digital advancements under new leadership and his experiences will help to accelerate the Company's move to a digital-only format for most of the group's titles.

It was originally intended to appoint a non-executive, rather than an executive, chairman. However, after a thorough review undertaken by a committee of the non-executive board members, it was decided that combining the existing management expertise within the group with complementary outside experience was in the best interests of the Company. Therefore, it was decided to continue with the policy, which has served the group consistently well over the years, of having an executive chairman. The Board considers that this remains the most effective management structure to support the next phase of the Company's growth.

The Board has approved in principle a remuneration package for Mr Rashbass that is market competitive, aligned with Shareholder interests and reflects current best practice.

It is proposed that Mr Rashbass will not participate in the Company's 2014 Capital Appreciation Plan or profit share scheme and as a result, elements of the proposed structure of Mr Rashbass's remuneration package are outside the current Remuneration Policy approved by Shareholders at the 2015 Annual General Meeting. While the Board believes that the 2014 Capital Appreciation Plan, which only has two years left to run, and profit share scheme remain an integral part of the Company's remuneration arrangements, it also believes it is more appropriate for Mr Rashbass to have an incentive package linked directly to his long-term growth strategy for the Company and the annual milestones and priorities for achieving that strategy.

I am therefore writing to you to set out the background to, and reasons for, the General Meeting to be held on 1 June 2015. Shareholder approval is being sought at the General Meeting for:

- a revised Remuneration Policy that will enable the proposed remuneration package for Mr Rashbass to be implemented (Resolution 1); and

- a new 2015 Performance Share Plan (**"2015 PSP"**) which forms part of Mr Rashbass's proposed remuneration package (Resolution 2).

The Board considers that both of the resolutions set out in this Notice of General Meeting are in the best interests of the Company. The Directors will be unanimously voting in favour of both resolutions in respect of their own shares in the Company and very much look forward to receiving your support.

2. Summary of the principal terms of Mr Rashbass's proposed remuneration package

The key elements of Mr Rashbass's proposed remuneration package are as follows:

- A base salary of £750,000 per annum. This will be subject to annual review in April each year in line with the date of salary reviews for our other Executive Directors.

- A pension allowance of 10% of salary per annum, payable in cash, and private healthcare and life insurance in line with those provided to the other Executive Directors.

- An annual bonus with a maximum value of up to 150% of salary each year (**"Annual Bonus Plan"**). Annual bonuses will be determined based on financial, business and/or individual performance for a year, as determined by the Remuneration Committee. The performance measures will be aligned with the Company's corporate priorities. Any annual bonus earned for a year of up to 100% of salary will be payable in cash. Any annual bonus earned in excess of 100% of salary will be paid in ordinary shares in the Company, the receipt of which will be deferred for two years.

- An annual award of shares under the 2015 PSP with a face value of 200% of salary. The award to be made for the Company's 2016 financial year will vest five years after award, subject to satisfaction of financial and strategic measures to be determined by the Remuneration Committee that will be aligned with the Company's long-term growth strategy.

In addition, a one-off award will be made in order to compensate Mr Rashbass for incentives foregone on leaving his previous employment. It is proposed that Mr Rashbass will receive this one-off additional award over shares in the Company with a value of £2,250,000. This is considered to be no more than the comparable commercial value of the incentives foregone by Mr Rashbass. The number of shares will be calculated based on the Company's average share price for September 2015. Subject to continued employment, 40% of this award will vest on 30 September 2016 with the remaining 60% vesting in three equal tranches on 30 September 2017, 30 September 2018 and 30 September 2019 respectively. This award will fall within the exemption set out in Listing Rule 9.4.2(2) and therefore does not require shareholder approval.

Mr Rashbass's proposed employment contract will have a twelve-month notice period. The Company is entitled to make a payment (a PILON) to Mr Rashbass instead of his working this period of notice. The PILON payable will be calculated by reference to Mr Rashbass's base salary for the period of notice, and will also take account of any shares awarded pursuant to the one-off award in respect of incentives foregone on leaving his previous employment to which Mr Rashbass would become entitled during the notice period. At the absolute discretion of the Remuneration Committee, Mr Rashbass would also be considered for any bonuses to which he would or may become entitled during the notice period.

The Board believes that the proposed remuneration package for Mr Rashbass:

- provides appropriate alignment with the medium- and long-term interests of Shareholders through the significant weighting of his package towards variable performance-driven incentives;

- is reflective of best practice in a number of key areas, as follows:
  - the maximum annual bonus potential and annual 2015 PSP award levels will both be capped as a percentage of salary;
  - the annual bonus will be partially deferred in shares in order to provide additional longer-term alignment with Shareholders;
  - 2015 PSP awards will be subject to a five year period between the initial award and vesting;
  - annual cash and deferred bonuses and the 2015 PSP awards will be subject to malus and clawback as required by the UK Corporate Governance Code;
  - the Company is taking this opportunity to introduce minimum shareholding guidelines for the Executive Chairman of 200% of salary and 100% of salary for other Executive Directors; and

- is appropriate to secure the appointment of an executive as experienced and skilled as Mr Rashbass.

3. Requirement for Shareholder approval

Although the structure of Mr Rashbass's proposed remuneration package is market standard, various aspects of it are outside the current Shareholder-approved Remuneration Policy. In particular, the current Policy:

- permits a Director to participate in the profit share scheme but does not contain the flexibility for participation in a more typical annual bonus scheme (i.e. a scheme with a maximum cap, a range of performance measures and partial payment in deferred shares); and

- permits a Director to participate in the long-term incentive scheme, the 2014 Capital Appreciation Plan (which relates to the 2013-2017 performance period), but does not contain the flexibility for them to receive a capped long-term equity award linked to a different performance period.

Shareholder approval is therefore being sought as follows:

Resolution 1 – Directors' Remuneration Policy
The Directors' Remuneration Policy was approved at the 2015 Annual General Meeting. It has been revised to:

- include additional flexibility for the Remuneration Committee:
    - to make annual cash and deferred bonus awards to Executive Directors under the Annual Bonus Plan;
    - to make Performance Share Plan awards to Executive Directors;
- amend the recruitment policy so that it accommodates the new Executive Chairman's proposed recruitment arrangements; and
- to introduce shareholding guidelines for all Executive Directors.

One of the responsibilities of the new Executive Chairman will be to review all aspects of the group's business and refresh the strategy of the group. The revisions described above are designed to provide the flexibility to reward Executive Directors appropriately within the terms of the Remuneration Policy as revised and reflecting the results of the Executive Chairman's review. The performance measures and targets applying to the 2015 PSP award being made to the Executive Chairman following the preliminary announcement of the Company's results in November 2015 will be set by the Remuneration Committee prior to the 2015 PSP award once the medium-term strategic priorities and the related KPIs have been agreed by the Board. Details of those measures and targets will be provided in the Remuneration Report to be published in December 2016.

Accordingly it is proposed that the revised Directors' Remuneration Policy, as set out in Appendix I, be approved.

This vote is binding, which means that once the revised Directors' Remuneration Policy, as approved by Shareholders, comes into effect, all payments to Directors must be in accordance with it. If approved, the revised Directors' Remuneration Policy will come into effect on 1 October 2015. The Companies Act 2006 requires the Company to seek approval for its remuneration policy at least once every three years.

Resolution 2 – 2015 Performance Share Plan ("2015 PSP")
It is proposed that the Company adopt a new performance share plan to be known as the 2015 PSP. A summary of the 2015 PSP is set out in Appendix II.

It is intended that the Executive Chairman will be the initial participant in the Annual Bonus Plan and 2015 PSP although the Remuneration Committee may extend their use to other Executive Directors at a later date.

We would welcome the opportunity to discuss any matters in relation to these resolutions with Shareholders during the interim results roadshow and confirm that Mr John Botts, the chairman of the Remuneration Committee, will be available as necessary to discuss with Shareholders.

Voting at the General Meeting
Enclosed is a Form of Proxy for use at the General Meeting. Whether or not you intend to be present at the meeting, you are requested to complete and sign the Form of Proxy and return it to the Registrars at Equiniti, Aspect House, Spencer Road, Lancing, BN99 6DA, as soon as possible and, in any event, so that it is received

no later than 11.00 a.m. on 28 May 2015. Alternatively, you can submit your vote online at www.sharevote.co.uk. The completion and return of a Form of Proxy will not prevent you from attending the meeting and voting in person if you subsequently wish to do so. Further details relating to voting by proxy are set out in the notes to the Notice of General Meeting at the end of this circular.

Voting on both resolutions to be proposed at the meeting will be conducted on a poll rather than a show of hands. This reflects current best practice and ensures that shareholders who are not able to attend the General Meeting, but who have appointed proxies, have their votes fully taken into account. Any directors appointed as proxies will cast their votes as directed by the Shareholders. The poll results will be published via a Regulatory Information Service and on the Company's website as soon as possible after the conclusion of the General Meeting.

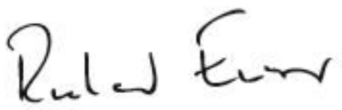
Documents available for inspection

The 2015 PSP is available for inspection during normal business hours at the registered office of the Company from noon on 14 May 2015 until the conclusion of the General Meeting and will also be available for inspection at the General Meeting fifteen minutes before and during the General Meeting itself.

Recommendation

The Directors are of the opinion that the resolutions to be proposed at the General Meeting are in the best interests of the Company and its Shareholders as a whole and unanimously recommend that Shareholders vote in favour of the resolutions to be proposed at the General Meeting as they themselves intend to do in respect of their own beneficial holdings amounting to 987,283 ordinary shares representing 0.8% of the current issued share capital of the Company as at 12 May 2015.

Yours sincerely



Richard Ensor
Chairman

APPENDIX I

DIRECTORS' REMUNERATION POLICY

Remuneration Policy

Introduction

The current policy report was approved by shareholders at the 2015 AGM and can be found on our website (www.euromoney.com). As outlined in the Notice of General Meeting sent to shareholders in May 2015, the Remuneration Committee is proposing a number of changes to the current policy in order to accommodate the proposed remuneration package for the new Executive Chairman who we hope will join the Board on 1st October 2015. Shareholder approval will be sought at the General Meeting for the new Remuneration Policy set out below. Subject to shareholder approval, the new policy will take effect from the beginning of our next financial year on 1st October 2015.

The key proposed changes in the new Remuneration Policy from the current Policy to accommodate the remuneration package for the new Executive Chairman are:

- An Annual Bonus Plan will be introduced;
- A Performance Share Plan (PSP) will be introduced;
- The recruitment policy will be amended to accommodate the proposed recruitment arrangements for the new Executive Chairman;
- A minimum shareholding guideline of 200% of base salary will be introduced for the Executive Chairman and a minimum shareholding guideline of 100% of base salary for the other executive directors.

The implementation of the Remuneration Policy for the new Executive Chairman for the 2015/16 financial year is outlined in the Notice of General Meeting sent to shareholders in May 2015. .The implementation of the Remuneration Policy for all executive directors will be disclosed in each year's remuneration report.

Compliance statement

This report sets out the group's policy and structure for the remuneration of executive and non-executive directors. This policy report is intended to be in full compliance with the requirements of the Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008 (as amended).

Remuneration policy

The group believes in aligning the interests of management with those of shareholders. It is the group's policy to construct executive remuneration packages such that a significant part of a director's remuneration is linked to performance measures aligned with the group's key strategic, financial and operational objectives and with the creation of sustainable long-term shareholder value. Salaries and benefits are generally not intended to be the most significant part of a director's remuneration.

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Detailed remuneration arrangements of executive directors

In formulating its directors' remuneration policy, the group has considered employee pay and benefits available across the group and did not consider it necessary to consult with its employees (although it has consulted its largest shareholder).

Basic salary	
Purpose and link to strategy	• Part of an overall market competitive pay package with salary generally not the most significant part of a director's overall package. • Reflect the individual's experience, role and performance within the company.
Operation	• Paid monthly in cash. • Normally reviewed by the Remuneration Committee in April each year.
Benchmarking	• The Remuneration Committee examines salary levels at FTSE 250 companies and other listed peer group companies to help determine executive director pay increases.
Relationship to employee salaries	• There is no prescribed maximum employee salary level. The approach to setting base salary increases across the group takes into account performance of the individuals concerned, the performance of the business they work for, micro and macroeconomic factors, and market rates for similar roles, skills and responsibility.
Benefits	
Purpose and link to strategy	• Basic benefits are provided as part of a market competitive pay package.
Operation	*Benefits may include:* • Private healthcare; • Life insurance; • Overseas relocation and housing costs.
Relationship to employee benefits	• Benefits are available to all directors and employees subject to a minimum length of service or passing a probationary period.
Benefit levels	• All executive directors participate in the healthcare scheme offered in the country where they reside. There is no prescribed maximum level of benefits.
Pensions	
Purpose and link to strategy	• Retirement benefits are provided as part of a market competitive pay package.
Operation	• Directors may participate in the pension arrangements applicable to the country where they work. • A director who elects to cease contributing to a company pension scheme due to changes in tax or pension legislation may choose to receive a pension allowance in lieu of the company's pension contributions.
Relationship to employee pension levels	• All directors and employees are entitled to participate in the same pension scheme arrangements applicable to the country where they work. The maximum employers' contribution to a pension scheme is 15% of pensionable salary.

Profit share	
Purpose and link to strategy	• Profit share links the pay of those executive directors to whom it relates directly to the growth in profits of their businesses. It encourages each director to grow their profits, to invest in new products, to search for acquisitions, and to manage costs and risks tightly; • Profit shares are designed to maximise sustainable profits with no guaranteed floor and no ceiling; • Profit shares are expected to make up much of a director's total pay and encourage long-term retention.
Operation	• Profit shares are paid in full in the financial year following the year in which they are earned. In exceptional circumstances profit shares may be paid in part during the year in which they are earned but only to the extent that profits have already been generated; • There is no deferral of profit share; • There is no guaranteed floor or ceiling on profit shares earned; • Profit shares are calculated after charging the cost of funding acquisitions at the group's actual cost of funds; • Each director's profit share is subject to audit and to Remuneration Committee approval, and can be revised at any time if the director's responsibilities are changed; • Gains or losses on the disposal of capital assets, including subsidiaries and investments, are not included in profit shares; • In the event of material misstatement relating to any information used in determining the amount of profit share, or gross misconduct by an executive director, the board may claw back profit share previously paid for a period of up to three years after the year when the event happened.
Relationship to employee incentive schemes	• Incentives, including profit shares, are an important part of the group culture. The directors believe they directly reward good and exceptional performance. Most employees across the group have an incentive scheme in place.

Annual bonus plan	
Purpose and link to strategy	• The Annual Bonus Plan links reward to key business targets and an individual's contribution.. • The Annual Bonus Plan provides alignment with shareholders' interests through the operation of bonus deferral.
Operation	• Any executive director may participate in the Annual Bonus Plan. • The maximum award that can be made under the Annual Bonus Plan is 150% of salary. Each year the Remuneration Committee will determine the maximum annual bonus opportunity for individual executive directors within this limit. • Annual bonus payments will be paid in cash following the release of audited results and/or as a deferred award over Company shares: – Deferred awards are usually granted in the form of conditional share awards or nil-cost options (and may also be settled in cash). – Deferred awards usually vest two years after award although may vest early on leaving employment or on a change of control (see later sections). – An additional payment (in the form of cash or shares) may be made in respect of shares which vest under deferred awards to reflect the value of dividends which would have been paid on those shares (this payment may assume that dividends had been reinvested in Company shares on a cumulative basis). • The Annual Bonus payable is based on performance assessed over one year using appropriate financial, strategic and individual performance measures. The majority of the Annual Bonus will generally be determined by measure(s) of Group financial performance. • Any annual bonus payout is ultimately at the discretion of the Remuneration Committee. • The cash bonus will be subject to recovery, and / or deferred awards will be withheld, at the Remuneration Committee's discretion in exceptional circumstances where, before the preliminary announcement of audited results during the third financial year following the financial year in which the bonus is determined, a material misstatement or miscalculation comes to light which resulted in an overpayment under the Annual Bonus Plan, or there is gross misconduct.
Relationship to employee incentive schemes	• Incentive schemes, like the Annual Bonus Plan, are an important part of the group culture. The directors believe they directly reward good and exceptional performance. Most employees across the group have an incentive scheme in place.

Long-term incentive plans	
Purpose and link to strategy	• Share schemes are an important part of overall compensation and align the interests of directors and managers with shareholders. They encourage directors to deliver long-term, sustainable profit and share price growth.
Operation	• *2014 Capital Appreciation Plan (CAP 2014)* At the company's AGM in January 2014 the directors received approval for a new long-term incentive scheme following the achievement of the performance conditions of CAP 2010. Awards under CAP 2014 are granted to senior employees who have direct and significant responsibility for the profits of the group. Each CAP 2014 award will comprise an option to subscribe for ordinary shares of 0.25 pence each in the company and a right to receive a cash payment. No individual may receive an award over more than 5% of the award pool. In accordance with the terms of CAP 2014, no consideration will be payable for the grant of these awards. The primary performance test under CAP 2014 requires the company to achieve an adjusted profit before tax (before CAP costs) of £173.6 million by financial year 2017 (increased to £178.4 million for the acquisition of Mining Indaba). This is equivalent to an average profit growth rate of at least 10% a year from a base in 2013 which the Remuneration Committee decided was a sufficiently challenging target. Subject to the performance test being satisfied, rewards under CAP 2014 are expected to vest in three tranches in February 2018, 2019 and 2020. The profit target under CAP 2014 will be adjusted in the event that any significant acquisitions or disposals are made during the performance period. Awards are granted under CAP 2014 to senior employees of acquired entities who have direct and significant responsibility for the profits of the group. In the event of material misstatement relating to any information used in determining the vesting of CAP 2014 awards, or gross misconduct by an executive director, the board may claw back long-term incentives previously paid for a period of up to three years after the year when the event happened. • *2014 Company Share Option Plan (CSOP 2014)* At the company's 2014 AGM, the directors also received approval for a new CSOP. The CSOP 2014 will be a delivery mechanism for part of the CAP 2014 award. Awards are granted under the CSOP 2014 to senior employees who have direct and significant responsibility for the profits of the group. Each CSOP 2014 option will enable each UK based participant to purchase up to £30,000* of shares in the company with reference to the market price of the company's shares at the date of grant. No consideration will be payable for the grant of these awards. The options will vest and become exercisable at the same time as the corresponding share award under the CAP 2014 providing the CSOP option is in the money at that time. * The Canadian version of the CSOP 2014 will enable a Canada-based participant to purchase up to $100,000 of shares in the company with reference to the market price of the company's shares at the date of grant.

	• *2015 Performance Share Plan (PSP)* At the company's General Meeting in June 2015 shareholder approval will be sought for the PSP. Any executive director may participate in the PSP. The maximum annual award permitted under the PSP is shares with a market value of 200% of annualised basic salary. These awards will normally be subject to a performance period of five years. If the Remuneration Committee determines so, an alternative performance period may be applied (with a minimum of at least three years) plus, if applied, an additional holding period of up to two years. Awards may vest early on leaving employment or on a change of control (see later sections). Vesting of these awards will be based on financial performance measures and/or strategic business goals, with the precise measures and weighting of the measures determined by the Remuneration Committee on the grant of each award. For achieving a threshold level of performance against a performance measure, no more than 25% of the portion of the PSP award determined by that measure will vest. Vesting of that portion would then increase to 100% for achieving a stretching maximum performance target. All PSP awards may be granted as conditional awards of shares or nil-cost options (or, if appropriate, as cash-settled equivalents). An additional payment (in the form of cash or shares) may be made in respect of shares which vest under PSP awards to reflect the value of dividends which would have been paid on those shares (and this payment may assume that dividends had been reinvested in Company shares on a cumulative basis). PSP awards will be subject to recovery and / or withholding at the Remuneration Committee's discretion in exceptional circumstances where, before the preliminary announcement of audited results during the sixth financial year following the financial year in which the award is granted, a material misstatement or miscalculation comes to light which resulted in an over-vesting of PSP awards, or gross misconduct.
Relationship to employee long-term incentive schemes	• Both the CAP and the PSP reward the creation of long-term shareholder value. The CAP and PSP are both potentially available to senior employees across the group. An individual would not normally be granted an award under both the CAP and the PSP in the same financial year.

Long-term incentive plans (all-employee schemes)	
Purpose and link to strategy	• All-employee share schemes create staff alignment with the Group and promote a sense of ownership.
Operation	• *Euromoney SAYE scheme* The group operates an all-employee save as you earn scheme in which those directors employed in the UK are eligible to participate. No performance conditions attach to options granted under this plan. It is designed to incentivise all employees. Participants save a fixed monthly amount of up to £500 (or such other limit as may be approved from time to time by HMRC) for three years and are then able to buy shares in the company at a price set at a 20% discount to the market value at the start of the savings period. • *DMGT SIP* Daily Mail and General Trust plc, the group's parent company, operates a share incentive plan in which all UK-based employees of the Euromoney group can participate. Executive directors may participate on the same basis as other employees, in line with HMRC guidance. • All employees based in the UK are entitled to participate in the Euromoney SAYE and DMGT SIP schemes.

Notes to table:

- The Remuneration Committee may vary any performance condition(s) if an event occurs which causes it to determine that a varied condition would be more appropriate, provided that any such varied condition is not materially less difficult to satisfy. In the event that the Remuneration Committee was to make an adjustment of this sort, a full explanation would be provided in the next Remuneration Report.

- Performance measures –. The performance measures used in the variable incentive plans are reviewed annually and chosen to focus executive rewards on delivery of key financial targets for the relevant performance period in addition, where appropriate, to key strategic or operational goals relevant to an individual. Precise targets are set at the start of each performance period by the Remuneration Committee based on relevant reference points, including, for Group financial targets, the Company's business plan, and are designed to be appropriately stretching.

- The Remuneration Committee intends to honour any commitments entered into with current or former Directors on their original terms, including outstanding incentive awards, which have been disclosed in previous remuneration reports and, where relevant, are consistent with a previous policy approved by shareholders. Any such payments to former Directors will be set out in the Remuneration Report as and when they occur.

- The Remuneration Committee reserves the right to make any remuneration payments and payments for loss of office (including exercising any discretions available to it in connection with such payments) notwithstanding that they are not in line with the policy set out above where the terms of the payment were agreed; (i) before the date the Company's first remuneration policy approved by shareholders in accordance with section 439A of the Companies Act came into effect
(ii) before the policy set out above came into effect, provided that the terms of the payment were consistent with the shareholder-approved remuneration policy in force at the time they were agreed; or (iii) at a time when the relevant individual was not a director of the Company and, in the opinion of the Remuneration Committee, the payment was not in consideration for the individual becoming a director of the Company. For these purposes "payments" includes the Remuneration Committee satisfying awards of variable remuneration and, in relation to an award over shares, the terms of the payment are "agreed" at the time the award is granted.

- The Remuneration Committee may make minor amendments to the Policy (for regulatory, exchange control, tax or administrative purposes or to take account of a change in legislation) without obtaining shareholder approval for that amendment.

- The Remuneration Committee will operate the variable incentive plans according to their respective rules which provide flexibility in a number of regards.
  - Under the CAP, outstanding awards will vest early in the event of a change of control/takeover or if the Company is wound up, but, in the event that the relevant transaction takes place prior to the end of the performance period, only to the extent that the Remuneration Committee considers that the performance conditions have been met. However, the rule applying on changes of control/takeovers does not apply on an internal reorganisation or where the acquiring company either agrees to continue to operate the plan in accordance with its terms (but satisfying share awards in cash) or to replace the plan with equivalent share arrangements relating to shares in the acquiring company. If the Company is affected by any demerger, dividend in specie, special dividend or other transaction which will adversely affect the current or future value of awards under the CAP, the Remuneration Committee may allow CAP awards to vest early on such event. If the shares in the Company cease to be listed otherwise than on a change of control, the CAP will continue to operate but share awards will be satisfied in cash.
  - Under the PSP and the deferred share bonus plan, outstanding awards will vest early in the event of a change of control / takeover unless the change of control is an internal reorganisation or the Remuneration Committee determines otherwise in which case awards will be exchanged for equivalent awards over shares in the acquiring company. In the case of PSP awards, the extent to which awards vest will take into account the satisfaction of the performance conditions and, unless the Remuneration Committee determines otherwise, on a time pro-rated basis by reference to the proportion of the performance period that has elapsed. If the Company is wound up or is or may be affected by a demerger, delisting, special dividend or other event which would, in the Remuneration Committee's opinion affect the Company's share price, the Remuneration Committee may allow PSP and deferred share bonus plan awards to vest on the same basis as for a takeover.
  - Any buy-out award granted as part of the recruitment of an executive director will be treated on a change of control in line with the agreed commercial terms of that award.
  - If there is a variation of the Company's share capital or a demerger, delisting, special dividend, rights issue or other event which, in the Remuneration Committee's opinion would affect the Company's share price, the Remuneration Committee may adjust the terms of the awards.

Non-executive directors

The remuneration of non-executive directors is determined by the board based on the time commitment required by the non-executive directors, their role and market conditions. Each non-executive director receives a base fee for services to the board with an additional fee payable for non-executive directors with selected, additional responsibilities (for example, the chairs of the Remuneration and Audit Committees). The non-executive directors do not participate in any of the company's incentive schemes. The non-executive directors receive reimbursement for reasonable expenses incurred as part of their role as non-executive directors.

Policy on external appointments

The company encourages its executive directors to take a limited number of outside directorships provided they are not expected to impinge on their principal employment. Subject to the approval of the company chairman, directors may retain the remuneration received from the first such appointment.

Recruitment policy

Compensation packages for new board directors are set in accordance with the prevailing Remuneration Policy at their time of joining the Board. The main components are detailed below.

New executive directors will receive a salary commensurate with their responsibilities and which will not be the most significant part of their overall remuneration package. The director will also be offered the benefit of private healthcare and life assurance. Other benefits may include a pension allowance, relocation or housing allowance.

New executive directors will participate in one or more of the incentive plans outlined in the section *"Detailed remuneration arrangements of executive directors*" earlier in this Policy Report.

Where appropriate, a new executive director may be granted a one-off buy-out award for loss of earnings from previous employment which have been forfeited in order to join the company. When structuring a buy-out award the Remuneration Committee will take account of all relevant factors, including any performance conditions attached to forfeited incentive awards, the likelihood of those conditions being met, the proportion of the vesting/performance period remaining and the form of the award (e.g. cash or shares). The overriding principle will be that any replacement buy-out award should, in aggregate, not exceed the commercial value of the earnings which have been forfeited. The Remuneration Committee may, in a recruitment scenario, rely upon the Listing Rules exemption from shareholder approval to grant a one-off buy-out award to facilitate the recruitment of a director.

New executive directors are entitled to participate in the Euromoney SAYE and DMGT SIP schemes.

Where an executive director is appointed from within the organisation, the normal policy of the Company is that any legacy arrangements would be honoured in line with the original terms and conditions. Similarly, if an executive director is appointed following the Company's acquisition of or merger with another company or business, legacy terms and conditions would be honoured.

New non-executive directors appointed to the board will receive a base fee in line with that payable to other non-executive directors. In the event that a non-executive director is required to temporarily take on the role of an executive director, their remuneration may include any of the elements listed above for executive directors.

Directors' service contracts

The company's policy is to employ executive directors on service agreements which are terminable on 12 months' notice. The Remuneration Committee seeks to minimise termination payments and believes these should be restricted to the value of remuneration for the notice period.

The company's executive directors are employed for an indefinite term and the service agreements provide for a notice period of 12 months from the company and the executive. The service agreements for PR Ensor, NF Osborn, CHC Fordham, DE Alfano and B AL-Rehany include payment in lieu of notice provisions. Each executive director participates in bonus or incentive arrangements (and in the case of A Rashbass a recruitment award as compensation for forfeiting remuneration in order to join the company).

The service agreement for the Executive Chairman, A Rashbass, will include the following provisions on termination (consistent with the other executive directors): 12 months' notice from the company (and the executive) and during such notice the executive will normally continue to be entitled to receive, at the absolute discretion of the Remuneration Committee, bonus, long-term incentive awards that accrue during the notice period and the recruitment bonus (to the extent that the award vests during the notice period). If the company terminates employment and elects to make a payment in lieu of notice (PILON) this will be calculated on the basis of A Rashbass's base salary for the notice period and will also take account of any recruitment bonus to which Mr Rashbass would become entitled during the notice period. At the absolute discretion of the Remuneration Committee, Mr Rashbass will also be considered at for any bonuses to which he would or may become entitled during the notice period. The executive directors' service agreements are currently being reviewed and updated where necessary – the revised contracts for executive directors will provide for 12 months' notice and provisions for payment in lieu of notice and garden leave.

The service agreements for the executive directors are expressed to expire on reaching their respective retirement age; however, the executive directors could not, under UK law, be required to retire at this age following the abolition of the default retirement age.

In the event that employment is terminated due to incapacity (90 calendar days absence in a rolling 12 month period) the service agreements provide for termination on six months' notice apart from NF Osborn and DE Alfano. The contract for NF Osborn provides for one month's notice and DE Alfano provides for immediate termination. In these circumstances the company would also make a payment for pension and pro-rated profit share up to the date of termination for all executive directors.

With the exception of Sir Patrick Sergeant, none of the non-executive directors have a service contract, although JC Botts, DP Pritchard, TP Hillgarth and ART Ballingal serve under a letter of appointment. The service contract of Sir Patrick Sergeant provides for 12 months' expense allowance and an expense allowance up to the date of termination in the event of incapacity.

The directors' service contracts are available for shareholder inspection at the company's registered office.

Policy on payment for loss of office

The company's approach to payments in the event of termination is to take account of the individual circumstances including the reason for termination, individual performance, contractual obligations, the terms of profit share plans/incentives and long term incentive plans in which the executive director participates.

The company's general practice for all executive directors is to provide for 12 months' salary, pension and pro-rated profit share up to the date of termination.

The company may lawfully terminate the executive directors' employment without compensation, in circumstances where the company is entitled to terminate for cause (this is defined in the service agreements).

The Remuneration Committee may determine that any executive director is eligible to receive an annual bonus in respect of the financial year in which they cease employment. This bonus would usually be time apportioned. In determining the level of bonus to be paid, the Remuneration Committee may, at its discretion, take into account performance up to the date of cessation or over the financial year as a whole.

The treatment of outstanding share awards is governed by the relevant share plan rules as summarised below.

If a participant in the CAP ceases to be employed by reason of death, injury, disability, redundancy, the sale of the participant's employing business or entity out of the Group, or any other exceptional circumstance as determined by the Remuneration Committee, then the Remuneration Committee has the discretion to allow the CAP award to vest on the normal vesting date, to the extent determined by the Remuneration Committee at the time of cessation. If such discretion is not exercised, then the award will lapse 60 days following cessation of employment. Such discretion is not exercisable on voluntary resignation of the participant or where the cessation of employment occurs in circumstances which would justify summary dismissal of the participant. In all other circumstances, awards will lapse on the participant ceasing to be employed (or giving or being given notice to terminate the employment).

If an executive director participates in the PSP and ceases to be an officer or employee of the Group during the performance period in any circumstances other than those set out below, an unvested award will lapse on the date on which their employment ceases.

If a participant dies, an unvested PSP award will vest at the time of the participant's death taking into account the satisfaction of the performance condition and, unless the Remuneration Committee determines otherwise, on a time pro-rated basis by reference to the proportion of the performance period that has elapsed.

If a participant is treated as a good leaver because cessation of employment is as a result of ill-health, injury, disability, the sale of the individual's employing business or entity out of the Group, the transfer of the individual to another of DMGT's businesses outside the Group or any other reason at the Remuneration Committee's discretion (a "Good Leaver Reason") a participant's unvested PSP award will usually continue until the normal vesting date except where the Remuneration Committee determines it should vest as soon as reasonably practicable following the participant's cessation. The extent to which the award vests will take account of the extent to which the performance condition is satisfied and, unless the Remuneration Committee determines otherwise, on a time pro-rated basis by reference to the proportion of the performance period that has elapsed.

If a PSP award is subject to a holding period and a participant ceases to be an officer or employee of the Group during that holding period, his award will normally be released at the end of the holding period except where the Remuneration Committee determines it should be released following the participant's cessation. However, if a participant is summarily dismissed during a holding period, his award will lapse immediately. Nil-cost options will normally be exercisable for six months after release.

Where an executive director participates in the deferred share bonus plan and ceases employment, their outstanding awards will normally lapse unless cessation is due to the participant's death or a Good Leaver Reason, in which case outstanding awards will vest at the normal vesting date or, if the Remuneration Committee so determines, as soon as reasonably practicable following the individual's cessation.

Any buy-out award granted as part of the recruitment of an executive director will be treated on cessation of employment in line with the agreed commercial terms of that award.
The Remuneration Committee may also approve a contribution towards a departing executive's legal or other professional costs, where appropriate.

No other termination payments are provided unless otherwise required by law.

Non-executive directors' contracts can be terminated by the company giving summary notice, with the exception of Sir Patrick Sergeant who has a 12-month notice period.

Policy on directors holding equity in the company

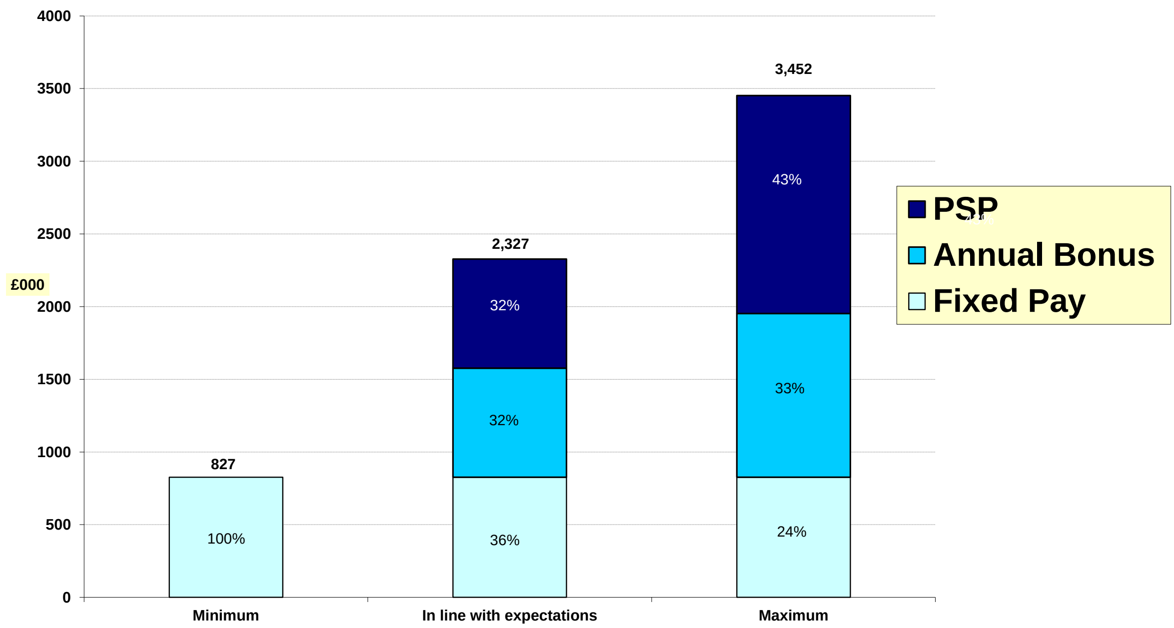
With effect from 1st October 2015 there is a minimum shareholding requirement of 200% of base salary for the Executive Chairman and 100% of salary for other executive directors on a continuous basis. This requirement will have immediate effect once this new Policy takes effect. However, a newly appointed executive director will have a period of five years from their date of appointment as an executive director to meet the minimum shareholding requirement.

Scenario charts for directors' remuneration

The chart below provides illustrative values of the remuneration package for the new Executive Chairman, Andrew Rashbass, under three assumed performance scenarios for the 2015/16 financial year. The charts are for illustrative purposes only and actual outcomes may differ from those shown.

Assumed performance	Assumptions used
All performance scenarios (Fixed pay)	• Consists of total fixed pay, including base salary, benefits and pension. • Base salary – salary effective as at 1 October 2015 • Benefits – estimated value of £2,000 • Pension allowance – amount expected to be received in 2015/16 (10% of salary).
Minimum (less than threshold) performance (Variable pay)	• No pay-out under the annual bonus. • No vesting under the PSP.
Performance in line with expectations (Variable pay)*	• 2/3rd of the maximum pay-out under the annual bonus. • 50% vesting under the PSP.
Maximum performance (Variable pay)*	• 100% of the maximum pay-out under the annual bonus. • 100% vesting under the PSP.

* PSP awards have been shown at face value, with no share price growth or discount rate assumptions. All-employee share plans have been excluded.



Scenario charts for other executive directors under our existing Remuneration Policy are set out on page 53 of the 2014 Annual Report & Accounts. The 2015 Remuneration Report will contain updated versions of those charts for the 2015/16 financial year in line with the agreed implementation of our Remuneration Policy for 2015/16 for other executive directors which will also be set out in that Report.

APPENDIX II

2015 PERFORMANCE SHARE PLAN

The principal terms of the Euromoney 2015 Performance Share Plan (the "2015 PSP") to be implemented by Euromoney Institutional Investor PLC (the "Company") are summarised below. The rules of the 2015 PSP will be available for inspection at the Company's registered offices on any weekday (Saturdays, Sundays and public holidays excluded) until the close of the General Meeting, and will also be available at the place of the General Meeting for at least 15 minutes before and during the meeting.

1. Eligibility and Operation

Any employee (including an executive director) of the Company or any of its subsidiaries will be eligible to participate in the 2015 PSP at the discretion of the Remuneration Committee. The operation of the 2015 PSP will be administered by the Remuneration Committee.

2. Form of Awards

Awards under the 2015 PSP may be in the form of:

2.1 a conditional right to acquire ordinary shares in the Company ("Shares") at no cost to the participant ("Conditional Award");

2.2 an option to acquire Shares at no cost to the participant ("Nil-Cost Option"); or

2.3 a right to receive a cash amount which relates to the value of a certain number of notional Shares ("Cash Award")

and Conditional Awards, Nil-Cost Options and Cash Awards are together referred to as "Awards" and each an "Award".

References in this summary to Shares include notional Shares to which a Cash Award relates, where appropriate.

3. Performance Conditions

Awards will be subject to the satisfaction of a performance condition which will determine the proportion (if any) of the Award which will vest at the end of a performance period which will usually be a period of five years, unless the Remuneration Committee determines that an alternative performance period should apply, which will be in any event at least three years.

Any performance condition may be amended or substituted if one or more events occur which cause the Remuneration Committee to consider that an amended or substituted performance condition would be more appropriate. Any amended or substituted performance condition would not be materially less difficult to satisfy.

4. Individual Limits

Awards will not be granted to a participant under the 2015 PSP over Shares with a market value (as determined by the Remuneration Committee) in excess of 200% per cent of salary in respect of any financial year.

5. Grant of Awards

Awards may only be granted within the six week period following the announcement of the Company's results for any period, any day on which a restriction on the grant of Awards is lifted, or on any day on which the Remuneration Committee determines that exceptional circumstances exist.

6. Terms of Awards

Awards may be granted over newly issued Shares, treasury Shares or Shares purchased in the market. Awards are not transferable (other than on death). No payment will be required for the grant of an Award. Awards will not form part of pensionable earnings.

7. Dividends

The Remuneration Committee may decide to provide additional cash or Shares to participants based on the value of some or all of the dividends that would have been paid on the Shares delivered to participants under their Awards. In these circumstances, the Remuneration Committee has the discretion to determine the basis on, and the period over, which this additional amount will be calculated, which may assume the reinvestment of the relevant dividends into Shares.

8. Overall Limits

The 2015 PSP is subject to the following overall limits:

8.1 in any ten year period, the number of Shares which may be issued under the 2015 PSP and under any other discretionary share plan adopted by the Company may not exceed five per cent of the issued ordinary share capital of the Company from time to time; and

8.2 in any ten year period, the number of Shares which may be issued under the 2015 PSP and under any other share plan adopted by the Company may not exceed ten per cent of the issued ordinary share capital of the Company from time to time.

Treasury Shares will be treated as newly issued for the purpose of these limits until such time as guidelines published by institutional investor representative bodies determine otherwise.

9. Reduction for Malus and Clawback

The Remuneration Committee may, in its discretion:

9.1 reduce the number of Shares to which an Award relates, cancel an Award and/or impose further conditions on an Award at any time prior to the earlier of the delivery of cash and/or Shares in satisfaction of an Award and the preliminary announcement of the Company's annual results during the sixth financial year of the Company following the financial year in which the Award is granted (the "Announcement Date"); and

9.2 require the participant to make a repayment (in cash or Shares) in respect of some or all of the cash and/or Shares he received under his Award at any time following the delivery of the cash and/or Shares in satisfaction of an Award but prior to the Announcement Date

if any of the following events occur within a period commencing at the start of the performance period and ending on the Announcement Date:

(i) a material misstatement of the audited financial results of the Company or any other member of its group (the "Group");

(ii) a material error in assessing a performance condition applicable to the Award or in the information or assumptions on which the Award was granted or is released; or

(iii) gross misconduct on the part of the participant.

10. Vesting, Release and Exercise

Awards will normally vest as soon as practicable after the end of the relevant performance period (or on such later date as the Remuneration Committee determines) and then only to the extent that the performance condition has been satisfied. Nil-Cost Options will then normally be exercisable until the tenth anniversary of the grant date.

In addition, the Remuneration Committee may determine that a vested Award is also subject to an additional "holding period" (a "Holding Period") during which Shares subject to an Award will not be delivered to participants and at the end of which Awards will be "released" (i.e. participants will be entitled to receive their Shares under their Awards). The Remuneration Committee will determine the length of the Holding Period (which will start on the date an Award vests), provided that the Holding Period will end no later than the fifth anniversary of the grant date.

At any time before the point at which an Award (which is not a Cash Award) has been released, or a Nil-Cost Option has been exercised, the Remuneration Committee may decide to pay a participant a cash amount equal to the value of the Shares he would otherwise have received.

Any Shares or cash that are to be issued, transferred or paid (as appropriate) to a participant in respect of a vested/released Award or an exercised Nil-Cost Option (including a Cash Award) will be issued, transferred or paid (as appropriate) as soon as reasonably practicable after the date of vesting, release or exercise (as appropriate).

11. Cessation of Employment

If a participant ceases to be an officer or employee of the Group in any circumstances other than those set out below, an unvested Award shall lapse on the date on which the participant ceases to hold that office or employment.

If a participant dies, an unvested Award will, unless the Remuneration Committee determines otherwise, vest and be released at the time of the participant's death to the extent that the Remuneration Committee determines. The Remuneration Committee will take into account the satisfaction of the relevant performance condition and, unless it determines otherwise, the proportion of the performance period that has elapsed. A participant's personal representatives will normally have 12 months from the participant's death to exercise any vested and released Nil-Cost Options.

If a participant ceases to be an officer or employee of the Group by reason of ill-health, injury, disability, the sale of the business or entity that employs him out of the Group or his transfer out of the Group to work in another of Daily Mail & General Trust's businesses or for any other reason at the Remuneration Committee's discretion (except where a participant is summarily dismissed), a participant's unvested Award will usually continue until the normal vesting date (or where an Award is subject to a Holding Period, the end of the Holding Period). However, the Remuneration Committee may determine that the Award will vest and be released as soon as reasonably practicable following the date on which the participant ceases to be an officer or employee of the Group. Nil-Cost Options will normally be exercisable for six months after vesting (or, where relevant, release).

The Remuneration Committee will decide the extent to which an unvested Award vests and is released in these circumstances, taking account of the extent to which the relevant performance condition is satisfied at the end of the performance period or, as appropriate, at the date on which the participant ceases to be an officer or employee of the Group. Unless the Remuneration Committee in its discretion determines otherwise, the proportion of the performance period that has elapsed will also be taken into account.

If a participant ceases to be an officer or employee of the Group during a Holding Period, his Award will normally be released at the end of the Holding Period, unless the Remuneration Committee determines that it should be released following his cessation of office or employment. However, if a participant is summarily dismissed during a Holding Period, his Award will lapse immediately. Nil-Cost Options will normally be exercisable for six months after release.

If a participant ceases to be an officer or employee of the Group whilst holding a Nil-Cost Option which is not (or is no longer) subject to a Holding Period, he will normally have six months from his cessation of office or employment to exercise that Nil-Cost Option, unless he is summarily dismissed, in which case his Nil-Cost Option will lapse immediately.

12. Corporate Events

In the event of a change of control of the Company, Awards will normally vest and be released. The extent to which unvested Awards will vest and be released in these circumstances will be determined by the Remuneration Committee, taking into account the extent that the relevant performance condition has been satisfied and, unless the Remuneration Committee determines otherwise, the proportion of the performance period that has elapsed. Awards subject to a Holding Period will be released to the extent previously determined by the Remuneration Committee. All Awards in the form of Nil-Cost Options will then be exercisable for a period of one month.

Alternatively, the Remuneration Committee may permit participants to exchange Awards for equivalent awards which relate to shares in a different company. If the change of control is an internal reorganisation of the Group or if the Remuneration Committee so decides, participants will be required to exchange their Awards (rather than Awards vesting/being released as part of the transaction).

If other corporate events occur such as a winding-up of the Company, demerger, delisting, special dividend or other event which, in the opinion of the Remuneration Committee, may affect the current or future value of Shares, the Remuneration Committee may determine that Awards will vest and be released, taking into account the satisfaction of the relevant performance condition and, unless the Remuneration Committee determines otherwise, the proportion of the performance period that has elapsed. The Remuneration Committee will determine in these circumstances the length of time during which Awards in the form of Nil-Cost Options can then be exercised.

13. Adjustments

In the event of a variation of the Company's share capital or a demerger, delisting, special dividend, rights issue or other event, which may, in the Remuneration Committee's opinion, affect the current or future value of Shares, the number of Shares subject to an Award and/or the performance condition applicable to Awards may be adjusted.

14. Amendment and Termination

The Remuneration Committee may amend the 2015 PSP or the terms of any Award at any time, provided that prior approval of the Company's shareholders in a general meeting will be required for amendments to the advantage of eligible employees or participants relating to eligibility, limits, the basis for determining a participant's entitlement to, and the terms of, the Shares or cash comprised in an Award and the impact of any variation of capital.

However, any minor amendment to benefit the administration of the 2015 PSP, to take into account legislative changes, or to obtain or maintain favourable tax treatment, exchange control or regulatory treatment may be made by the Remuneration Committee without shareholder approval. No amendment may be made to the material disadvantage of participants in the 2015 PSP unless consent is sought from the affected participants and given by a majority of them.

The 2015 PSP will usually terminate on the tenth anniversary of its approval by shareholders but the rights of existing participants will not be affected by any termination.

EUROMONEY INSTITUTIONAL INVESTOR PLC

NOTICE OF GENERAL MEETING

Notice is hereby given that a General Meeting of the Company will be held at Euromoney Institutional Investor PLC, 8 Bouverie Street, London EC4Y 8AX and convened for 11.00 a.m. on Monday 1 June 2015 for the purpose of considering and, if thought fit, passing the resolutions below:

Both resolutions will be proposed as ordinary resolutions.

Ordinary resolutions

1. That the Directors' Remuneration Policy which is set out in Appendix I to the Letter from the Chairman of the Company dated 14 May 2015 enclosed with this Notice be and is hereby approved.

2. That:

    a. the Euromoney Institutional Investor PLC 2015 Performance Share Plan (**"2015 PSP"**), the principal provisions of which are summarised in Appendix II to the Letter from the Chairman of the Company dated 14 May 2015 enclosed with this Notice, be and is hereby approved and that the Directors of the Company be and are hereby authorised to adopt the 2015 PSP and do all other acts and things necessary or desirable to establish and carry the 2015 PSP into effect; and

    b. the Directors of the Company be and are hereby authorised to adopt further plans based on the 2015 PSP but modified to take account of local tax, exchange control or securities laws in overseas territories, provided that any shares made available under such further plans are treated as counting against any limits on individual or overall participation in the 2015 PSP.

By Order of the Board

Bridget Hennigan
Company Secretary

14 May 2015

Notes:

1. A member entitled to attend and vote at this meeting is entitled to appoint one or more proxies to attend and, on a poll, to vote on his behalf. A member can appoint more than one proxy in relation to the meeting, provided that each proxy is appointed to exercise the rights attaching to different shares held by him. A proxy need not also be a member. A Form of Proxy for use at the meeting is enclosed and, to be valid, should be lodged with the Company's registrars, Equiniti, Aspect House, Spencer Road, Lancing, BN99 6DA, not later than 11.00 a.m. on 28 May 2015. Alternatively you can submit your vote online at www.sharevote.co.uk.

   A member who is a corporation may appoint one or more representatives who may exercise on its behalf all its powers as a member, provided that no more than one corporate representative exercises powers over the same share.

2. The Company, pursuant to Regulation 41 of the Uncertificated Securities Regulations 2001, specifies that only those Shareholders registered in the Register of Members of the Company as at 6.00 p.m. on 28 May 2015 (or, in the event of any adjournment, 6.00 p.m. on the date which is two working days before the time of the adjourned meeting) shall be entitled to attend or vote at the meeting in respect of the number of shares registered in their name at that time and changes to the Register after that time shall be disregarded in determining the rights of any person to attend or vote at the meeting.

3. The return of a completed Form of Proxy or CREST Proxy Instruction (as described in paragraph 10 below) will not prevent a Shareholder from attending the General Meeting and voting in person if he/she wishes to do so.

4. Any person to whom this notice is sent who is a person nominated under section 146 of the Companies Act 2006 to enjoy information rights (a "Nominated Person") may, under an agreement between him/her and the Shareholder by whom he/she was nominated, have a right to be appointed (or to have someone else appointed) as a proxy for the General Meeting. If a Nominated Person has no such proxy appointment right, or does not wish to exercise it, he/she may, under any such agreement, have a right to give instructions to the Shareholder as to the exercise of voting rights. The statement of rights in paragraph 1 does not apply to Nominated Persons, which applies only to Shareholders of the Company.

5. As at 12 May 2015, the Company's issued share capital comprised 128,238,986 ordinary shares of 0.25 pence each. Each ordinary share carries the right to one vote at a General Meeting of the Company.

6. CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual. CREST Personal Members or other CREST sponsored members, and those CREST members who have appointed a service provider, should refer to their CREST sponsor or other voting service provider, who will be able to take the appropriate action on their behalf.

7. In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message ("CREST Proxy Instruction") must be properly authenticated in accordance with Euroclear UK & Ireland Limited's ("EUI") specifications and must contain the information required for such instructions, as described in the CREST Manual which can be viewed at www.euroclear.com. The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instruction given to a previously appointed proxy must, in order to be valid, be transmitted so as to be received by the issuer's agent (RA19) by 11.00 a.m. on 28 May 2015. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.

8. CREST members and, where applicable, their CREST sponsors, or voting service providers should note that EUI does not make available special procedures in CREST for any particular message. Normal system timings and limitations will, therefore, apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member, or sponsored member, or has appointed a voting service provider, to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting system providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

9. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.

10. You may not use any electronic address provided either in this Notice of General Meeting or any related documents (including the Form of Proxy) to communicate with the Company for any purposes other than those expressly stated.

11. The Company's website (www.euromoneyplc.com) contains the information required to be made available by the Company pursuant to section 311A of the Companies Act 2006.

12. Pursuant to section 319A of the Companies Act 2006, the Company must cause to be answered any question put by a member attending the meeting which relates to the business of the meeting. However, the Company is not obliged to answer any such questions if (a) it interferes unduly with the preparation of the meeting or it would involve the disclosure of confidential information, (b) the answer has already been given on a website in the form of an answer to the question or (c) it is undesirable in the interests of the Company or the good order of the meeting.

13. You may, if you wish, register the appointment of a proxy or proxies, or voting instructions for the General Meeting, electronically by logging on to www.sharevote.co.uk. You will need to use a 25-digit number made up of your Voting ID, Task ID and Shareholder Reference Number printed on your proxy form. Full details of the procedure are given on the website, www.sharevote.co.uk. The proxy appointment and/or voting instructions must be received by Equiniti by 11.00 a.m. on 28 May 2015. Please note that any electronic communication sent to the Company or Equiniti that is found to contain a computer virus will not be accepted. The use of the internet service in connection with the General Meeting is governed by Equiniti's condition of use set out on the website, www.sharevote.co.uk, which may be read by logging on to that site.