

# **Securities Trading Policy**

**Cettire Limited**

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## 1. Application

### Who does this Policy apply to?

- 1.1 This Securities Trading Policy (**Policy**) sets out the Company's policy on Trading in Shares or related Securities of the Company and applies to all Employees of the Company and the Group. Where a restriction applies to a Related Party of an Employee, the Employee must endeavour to ensure that the Related Party is aware of the restriction and abides by it.

### Reasons for this Policy

- 1.2 The Company has adopted this Policy to regulate Trading by Employees in the Company's Securities.
- 1.3 All Employees are required to conduct their personal investment activity in a manner that is lawful and avoids conflicts of interest between the Employee's personal interests and those of the Group. The Company is also keen to promote shareholder and general market confidence in the Group.
- 1.4 This Policy is specifically designed to:
- (a) raise awareness and minimise any potential for breach (or the appearance of any breach) of the prohibitions on insider trading contained in Part 7.10 of the Corporations Act – see section 4 for further details; and
  - (b) meet the Company's obligations under the ASX Listing Rules to maintain a Securities Trading Policy, including as may be appropriate Guidance Note 27.

### Terms used in this Policy

- 1.5 Certain capitalised terms used in this Policy are defined in section 2.

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## 2. Definitions and interpretation

### Definitions

- 2.1 In this Policy, unless the context otherwise requires:

**ASX** means ASX Limited (ABN 98 008 624 691) or the financial market conducted by ASX Limited, as the context requires.

**ASX Listing Rules** means the listing rules of ASX applicable to the Company from time to time.

**Board** means the board of directors of the Company.

**Closed Period** is defined in section 3.10.

**Company** means Cettire Limited.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Employee** means a person who is an employee, officer or director of the Company or the Group.

**Exceptional Circumstances** means circumstances which the Chair (or the Chief Executive Officer in the case of proposed Trading by the Chair) decides are so exceptional that the proposed Trading in Securities is the only reasonable course of action available, which may

include the circumstances set out in section 6.1.

**Group** means the Company and its subsidiaries.

**Inside information** has the meaning given in the Corporations Act, as summarised in sections 4.6 to 4.8 below.

**KMP** means Key Management Personnel, as defined in AASB 124 Related Party Disclosures including those persons identified as key management personnel in the Company's most recent Annual Report.

**Shares** means ordinary shares of the Company.

**Securities** includes Shares, debentures, options, performance rights and other securities issued by the Company which are convertible into Shares, as well as financial products issued or created over Shares by third parties, including structured financial products, swaps, futures contracts, contracts for differences, spread bets, options, warrants, depositary receipts or other derivatives over or related to the performance of Shares.

**Related Party** of a person means:

- (a) a spouse, domestic partner, child or dependant of the person;
- (b) a child or dependant of the person's spouse or domestic partner;
- (c) any other family member of the person, if the person has, or may be expected to have, control or significant influence in relation to the family member's investments; or
- (d) a company, trust, partnership or other entity that the person or any of the person's Related Parties referred to above controls or significantly influences.

**Restricted Persons** means:

- (a) Directors of the Company
- (b) the Chief Executive Officer and Chief Financial Officer;
- (c) all direct reports to the Chief Executive Officer;
- (d) any other person who is one of the Group's KMP; and
- (e) any other Employee who has been notified that the Board designates them as a Restricted Person for the purposes of this Policy.

**Trade or Trading** means:

- (a) buying or selling Securities;
- (b) entering into an agreement to buy or sell Securities;
- (c) entering into a contract to secure a profit or avoid a loss by reference to price fluctuations;
- (d) exercising options, rights or awards to acquire or dispose of Securities.
- (e) use as security, or otherwise a charge, lien or encumbrance.

## **Interpretation**

2.2 In this Policy, a reference to writing includes writing delivered by email.

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### 3. When is Trading restricted

#### No trading within Closed Periods or when in possession of inside information

- 3.1 All Trading in Securities by Employees must comply with this Policy and generally will not be permitted during Closed Periods.
- 3.2 No Trading in Securities by Employees may occur during a Closed Period without the prior written permission of the Chair (or an officer of the Company designated by the Chair), unless an exception in section 3.11 applies. Permission to sell (but not purchase) Securities during a Closed Period will ordinarily only be granted in Exceptional Circumstances and only in the event that the person involved is not in possession of inside information. Requests for permission should generally be made through the Company Secretary. Refer to section 6 for further details.
- 3.3 Employees must not commence, amend or withdraw from a dividend reinvestment plan of the Company during a Closed Period, other than in Exceptional Circumstances.
- 3.4 Even if outside a Closed Period, the laws prohibiting insider trading continue to apply to Employees so that they must not Trade if they possess any inside information. Refer to section 4 for further details.

#### What other restrictions on Trading apply?

- 3.5 **(Short term trading)** Other than when an Employee exercises employee options or performance rights to acquire Shares at the specified exercise price, Employees must give prior written notice in accordance with section 7 of any proposed Trading in Securities on a short-term trading basis or entering into other short-term dealings (e.g. forward contracts). However, the sale of Shares that have been converted after exercising options or rights will not be regarded as short-term trading.
- 3.6 **(Short selling)** Employees and their Related Parties must give prior written notice in accordance with section 7 of any proposed Trading in Securities which enable an Employee or Related Party to profit from or limit the economic risk of a decrease in the market price of Shares.
- 3.7 **(Hedging unvested or restricted Securities)** Employees are prohibited from entering into transactions or arrangements, including by way of derivatives or similar financial products, which operate to limit the economic risk relating to Securities granted under an employee, executive or director incentive plan or as part of the Employee's remuneration, which either have not vested or have vested but remain subject to a holding lock or other restriction on dealing under the terms of the plan.
- 3.8 **(Margin lending and other secured financing arrangements)** Employees must give prior written notice in accordance with section 7 of any proposed entry into margin lending or other secured financing arrangements in respect of Securities. However, under the insider trading laws, a person who possesses inside information is generally prohibited from Trading pursuant to a margin loan even where permission has been given under this Policy. See section 4 for further details. Where Securities are Traded and the Employee is not involved in the decision to Trade the Securities (for example, where Securities are provided to a lender as security and the lender decides to trade the Securities), then the Employee would not be in breach of this Policy.
- 3.9 **(Escrow)** Any Employee who holds Securities subject to binding restrictions on transfer (either as ASX restricted securities or through voluntary escrow arrangements) must comply with the terms of any applicable escrow arrangements and will be unable to Trade in the relevant Securities during that time. Once the escrow arrangements have ended, the Employee is not free to Trade unless permitted by this Policy.

## When are the Closed Periods?

3.10 A Closed Period is:

- (a) from 1 January of each year until the commencement of trading one business day after the release of the Company's half year accounts to the ASX;
- (b) from 1 July of each year until the commencement of trading one business day after the release of the Company's annual accounts to the ASX; and
- (c) any other period determined by the Board from time to time to be a Closed Period.

For the sake of clarity, an off-market sale is not subject to a Closed Period if it is agreed after release of the relevant accounts and does not settle until after the applicable period stated above, so that there is no possible on-market Trading of those Securities until at least 1 business day after release of the relevant accounts.

3.11 The following exceptions apply to the Trading restrictions during Closed Periods (but subject always to insider trading laws):

- (a) an exercise (but not the sale of Securities following exercise) of an option or other right to acquire Shares under an employee incentive scheme or the conversion of a convertible Security, where the final date for the exercise of the option or right or for the conversion of the Security falls during a Closed Period;
- (b) Trading under an offer or invitation made to all or most shareholders in the Company such as a rights or entitlement issue, a security purchase plan, or an equal access buy-back, where the plan that determines the timing and structure of the offer has been approved by the Board. This includes decisions relating to whether or not to take up entitlements and the sale of entitlements required to provide for the take up of the balance of entitlements under a renounceable pro rata issue;
- (c) Trading where the beneficial interest in the relevant Securities does not change. This includes:
  - (i) a dealing by which the relevant Securities are transferred by an Employee from their personal holdings to a superannuation or similar fund of which they are a beneficiary; or
  - (ii) the withdrawal of Securities from an employee incentive scheme and the transfer of those Securities to the participant's personal holdings or superannuation or similar fund of which they are a beneficiary;
- (d) an acquisition of Securities under a dividend reinvestment plan, provided the election to participate in the dividend reinvestment plan was not made during a Closed Period or when the Employee was in possession of any inside information;
- (e) an Employee accepting a takeover bid or transferring Securities under a scheme of arrangement in respect of the Company;
- (f) an involuntary disposal of Securities that is the result of a secured lender or financier exercising their rights under a margin lending or other secured financing arrangement permitted by this Policy;
- (g) an acquisition of Securities under a bonus issue made to all holders of Securities of the same class;
- (h) where the Company has an employee incentive scheme with an Employee as a trustee of the scheme, an acquisition of Securities by the Employee in their capacity as a trustee of the scheme;

- (i) indirect and incidental Trading that occurs as a consequence of an Employee dealing in securities issued by a managed investment scheme, listed investment company, exchange-traded fund or similar investment vehicle that is managed by a third party and that happens to hold Securities in the Company as part of its portfolio;
- (j) where an Employee is a trustee of a trust, Trading by that trust provided the Employee is not a beneficiary of the trust and any decision to Trade during a Closed Period is taken by the other trustees or by the investment managers independently of the relevant Employee; and
- (k) Trading under a pre-determined investment or divestment plan for which prior written clearance has been provided in accordance with procedures set out in this Policy and where:
  - (i) the Employee did not enter into the plan or amend the plan during a Closed Period;
  - (ii) the trading plan does not permit the Employee to exercise any influence or discretion over how, when, or where to Trade; and
  - (iii) the trading plan does not allow for the cancellation of a trading plan or for the Employee to otherwise vary their participation in the trading plan during a Closed Period other than in Exceptional Circumstances.

However, under the insider trading laws, a person who possesses inside information is generally prohibited from Trading even where Trading falls within an exception specified above. See section 4 for further details.

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## 4. What should you know about Insider Trading

### What is insider trading?

- 4.1 Under the Corporations Act, all Employees (and other persons) are prohibited in all circumstances from Trading in Securities at any time if they are in possession of "inside information" (see sections 4.6 to 4.8) whether or not in a Closed Period.
- 4.2 Employees who possess inside information are also prohibited from procuring others to Trade.
- 4.3 In addition, Employees:
  - (a) must not communicate inside information to someone who might then:
    - (i) Trade in Securities; or
    - (ii) procure another person to Trade in Securities,
 including to any family members, friends, and entities which the Employee controls; and
  - (b) should seek to ensure that third parties who come into possession of inside information preserve its confidentiality and do not Trade while in possession of that information. This will usually be achieved by means of a written confidentiality agreement.
- 4.4 It does not matter how or in what capacity an Employee becomes aware of inside information. It does not have to be obtained from the Group to constitute inside information.
- 4.5 Employees cannot avoid the insider trading prohibitions by arranging for a family member, friend or other person to Trade nor may an Employee give "tips" concerning inside information to others.

## **What is inside information?**

- 4.6 Inside information is information which is not generally available (which usually means that the information has not been released to ASX) but, if the information were generally available, would be likely to have a material effect on the price or value of the Company's Securities. Inside information can include matters of speculation or supposition and matters relating to intentions or likely intentions of a person.
- 4.7 Information is regarded as being likely to have a material effect on price or value if it would, or would be likely to, influence persons who commonly invest in securities or other traded financial products in deciding whether or not to deal in the Company's Securities. This can be a relatively low threshold, and if in doubt Employees should assume that non-public information could have this effect.
- 4.8 Examples of inside information could include:
- (a) the financial performance of the Group against its budget or published guidance;
  - (b) changes in the Group's actual or anticipated financial condition or business performance;
  - (c) changes in the capital structure of the Company, including proposals to raise additional equity or borrowings;
  - (d) proposed changes in the nature of the business of the Group;
  - (e) changes to the Board or significant changes in key management personnel;
  - (f) an undisclosed significant change in the Group's market share;
  - (g) likely or actual entry into, or loss of, a material contract;
  - (h) material acquisitions or sales of assets by the Group;
  - (i) a proposed dividend or other distribution or a change in dividend policy; or
  - (j) a material claim against a member of the Group, a regulatory investigation, or other unexpected liability.

## **What are the consequences of insider trading?**

- 4.9 Insider trading is strictly prohibited by law, and it is important that all Employees do not breach that prohibition. Insider trading, or the perception of insider trading, by any Employee will not be tolerated. Breach of the law or this Policy will also be regarded by the Company as serious misconduct which may lead to disciplinary action or dismissal.
- 4.10 The existence of a personal financial emergency or hardship does not excuse non-compliance with this Policy. It is important not only that the Group and its Employees do not participate in any insider trading activities, but also that we avoid any appearance of insider trading.
- 4.11 Any allegation of insider trading would be likely to have a serious detrimental impact on the Group and its business and all Employees must be seen to be actively and diligently upholding the law and complying with this Policy.
- 4.12 Breach of the insider trading laws may subject the Company and Employees to:
- (a) criminal liability (penalties include heavy fines or imprisonment);
  - (b) civil liability (including orders to pay compensation for any loss suffered as a result of illegal trading activities);
  - (c) civil penalties (the Australian Securities and Investments Commission may seek

- court-ordered civil penalties against relevant persons); and
- (d) automatic disqualification from managing corporations.

### **What is meant by the primacy of insider trading laws**

- 4.13 Despite anything else in this Policy, any conduct by Employees in breach of insider trading laws is prohibited. Under those laws, a person who possesses inside information is generally prohibited from Trading even where:
  - (a) outside a Closed Period;
  - (b) the Trading falls within an exception in this Policy; or
  - (c) the person has been given permission under this Policy to Trade (whether in Exceptional Circumstances or otherwise).
- 4.14 Any permission to Trade given under this Policy, or any failure to object to a pre-notified Trade, is not an endorsement of the proposed Trade. Employees are individually responsible for their investment decisions and their compliance with insider trading laws.
- 4.15 Before making any Trade, an Employee should consider carefully whether they are in possession of any inside information that might preclude them from Trading at that time and, if they have any doubt in this regard, they should not Trade.

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## **5. Trading in securities of other companies**

- 5.1 While in general Employees are free to deal in securities of other listed companies, the insider trading laws prohibit dealings not only in the Company's Securities but also in the securities of other listed companies in respect of which an Employee possesses inside information.
- 5.2 If an Employee is aware of inside information in respect of another company, the Employee should not trade or deal in the securities of that company. For example, where the Employee is aware that the Group is about to sign a major agreement with another company, the Employee should not Trade in securities in either the Company or the other company.
- 5.3 The Board may extend this Policy by specifying that Employees are also restricted from dealing in securities of other specified companies with which the Group may have a close relationship.

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## **6. Exceptional Circumstances**

- 6.1 Employees may request permission to Trade during a Closed Period only in Exceptional Circumstances (except if this would breach the insider trading laws). Exceptional Circumstances may include:
  - (a) severe financial hardship, where the Employee has pressing financial commitments that cannot be satisfied otherwise than by selling Securities; or
  - (b) requirements under a court order or court enforceable undertakings or other legal or regulatory requirements.
- 6.2 A request for permission to Trade due to Exceptional Circumstances should be made by written notice to the Chair of the Board with CC to the Company Secretary including:
  - (a) the name of the Employee;
  - (b) details of the claimed Exceptional Circumstances and the reasons for requesting permission to Trade;



- (c) the type of proposed transaction (purchase, sale, etc.);
  - (d) the number and type of Securities involved; and
  - (e) a statement certifying that the Employee does not possess any inside information that might preclude them from Trading at that time.
- 6.3 Permission to Trade is entirely discretionary, and Employees should not Trade in the expectation that permission will later be given.
- 6.4 If permission to Trade is refused, no reasons need to be given and the decision is final and binding on the Employee, who must keep the decision confidential and not disclose it to anyone.
- 6.5 If permission to Trade is granted, it will be given in writing and the Employee may only Trade the Securities during the period specified in the permission. A permission expires ten trading days from its date, unless it specifies a different date, and may be withdrawn if new information comes to light or there is a change in circumstances.
- 6.6 However, under the insider trading laws, a person who possesses inside information is generally prohibited from Trading even where permission has been given under this Policy to Trade (in Exceptional Circumstances or otherwise). An Employee must not Trade if they come into possession of inside information after receiving permission to Trade. See section 4 for further details.

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## 7. Pre-notification and reporting of Trades

### When and by whom must an intention to Trade be notified?

- 7.1 When permitted to Trade in accordance with this Policy, all Restricted Persons must give at least two trading days' (or such shorter period approved by the Chair) prior written notice to the relevant Notification Officer (as defined below) of any proposed Trading in Securities and certify that they do not possess any inside information that might preclude them from Trading at that time.
- 7.2 Restricted Persons must give prior written notice of any proposed Trading in Securities in accordance with section 7.2 on behalf of any of their Related Parties.
- 7.3 Any other Employee who is obliged under any of sections 3.5 to **Error! Reference source not found.** to give prior written notice of an intended Trade or other transaction must give at least two trading days' (or such shorter period approved by the Chair) prior written notice to the relevant Notification Officer (as defined below) of the proposed Trade or other transaction and certify that they do not possess any inside information that might preclude them from Trading at that time.

### Who is the Notification Officer?

Person	Notification Officer
Chair of Board	<ul style="list-style-type: none"> <li>The Chair of the Audit &amp; Risk Committee; or</li> <li>in his or her absence, the Chair of the Remuneration and Nomination Committee with CC to the Company Secretary</li> </ul>
Other Restricted Persons  Any Employee who must notify an intended Trade	<ul style="list-style-type: none"> <li>Chair of the Board; or</li> <li>alternatively the Chair of the Audit &amp; Risk Committee with CC to the Company Secretary</li> </ul>

- 7.4 If the relevant Notification Officer objects to the proposed Trade, they must promptly notify the relevant Restricted Person that the Trade must not proceed, and must advise the Board (which may overrule the decision if it thinks appropriate). The Notification Officer or the Board may object to the proposed Trade in their discretion, without giving any reasons, and the decision is final and binding on the relevant Restricted Person, who must keep the decision confidential and not disclose it to anyone.
- 7.5 If there is no objection to a proposed Trade, the opportunity to make the Trade expires ten trading days from the date of the notice under section 7.1. The Notification Officer or the Board may object to the Trade during that period if new information comes to light or there is a change in circumstances.
- 7.6 However, under the insider trading laws, a person who possesses inside information is generally prohibited from Trading even if the proposed Trade is notified and not objected to. Restricted Persons and their Related Parties must not Trade if they come into possession of inside information after giving notice of the proposed Trade.

### **What Trading does not need to be pre-notified?**

- 7.7 The only Trades that do not need to be pre-notified are those that are permitted under a specific exception in section 3.11 (Exceptions to the Closed Periods).

### **Notification of Trades**

- 7.8 In addition to prior notification under section 7.1, once a Trade has been made by or for a Restricted Person, details of the Trade, including the number and price of Securities involved, must be notified by email to the applicable Notification Officer.
- 7.9 Further, Directors must immediately notify the Company Secretary of all acquisitions or disposals or other Trading of Securities, including date, price and volume, which may be necessary for the purpose of the Company complying with its ASX reporting obligations. Each disclosure notice given to ASX will need to state whether the relevant trade occurred during a Closed Period and, if so, whether prior written clearance was provided.

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## **8. Review of Policy and Compliance**

- 8.1 The Board will regularly review this Policy having regard to the changing circumstances of the Company. This Policy may be amended by resolution of the Board and any changes to this Policy will be updated on the Company's website and notified to ASX if considered appropriate, having regard to relevant guidance at the time.
- 8.2 If Employees have any comments or views concerning the operation or effectiveness of this Policy, they should contact the Company Secretary.
- 8.3 Breaches of this Policy will be viewed seriously and may lead to disciplinary action being taken against the relevant Employee. In serious cases, disciplinary action may include dismissal. Any Employee who becomes aware of a violation of this Policy should immediately report the violation to the Company Secretary.
- 8.4 It should be noted that, in some circumstances, the Company may be obliged to notify regulatory and/or criminal authorities of a breach of this Policy.

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## **9. Questions**

- 9.1 For questions about the operation of this Policy or its application in any particular situation, please contact the Company Secretary.