

# Share Trading Policy

---

Helloworld Travel Limited  
ABN 60 091 214 998

Approved and effective: 31 October 2019

# Share Trading Policy

---

## 1. Introduction

Australian Corporations Law and the ASX listing rules, and the laws of other countries in which HLO operates, contain provisions which prohibit a person in possession of material, non-public information relating to a company from dealing in any way with shares, options or other securities or derivatives issued by that company or issued or created over the company's securities by third parties. This Share Trading Policy sets out the requirements to protect HLO and its Directors and Employees from intentionally or unintentionally breaching these laws.

## 2. Purpose and application of this Policy

This Policy lists the requirements and procedures for obtaining permission to trade in HLO shares for directors, employees (and independent contractors) and their associates who may, due to their role, have material non-public information about HLO.

More specifically this Policy applies to those employees and independent contractors including Directors, the CEO, people who report directly to the CEO and those people who report directly to the people who report directly to the direct reports of the CEO. For ease of reference this group of people are principally members of the Executive Management Team ('EMT') and Senior Management Team ('SMT').

Accordingly employees who are not included in the paragraphs above are able to trade in HLO shares without the need for obtaining a clearance certificate, provided they are not in possession of Material Non-Public Information.

## 3. Definitions

In this Policy:

**Blackout Period** means a period that is specified or designated as a Blackout Period under clause 6.3.

**Board** means the Directors, acting as a board.

**Clearance Officer** means:

- (a) for all members of the Senior Management Team and their Close Associates and executive assistants and personal assistants to EMT and SMT members, the Chief Financial Officer or, in his or her absence, the Chief Executive Officer;
- (b) for all members of the Executive Management Team and their Close Associates (excluding the Chief Executive Officer), the Chief Executive Officer or, in his or her absence, the Chairman of the Board;
- (c) for all other Nominated Officers (other than Directors), the Chief Executive Officer or, in his or her absence, the Chairman of the Board;
- (d) for the Chairman of the Board and his or her Close Associates, the Chairman of the Audit Committee or, in his or her absence, another member of the Audit Committee; and
- (e) for the Chief Executive Officer and other Directors of HLO and their Close Associates, the Chairman of the Board or, in his or her absence, the Chairman of the Audit Committee.

**Close Associate** of a person includes:

- (a) a family member of the person who may be expected to be influenced by, or to influence,

the person, including the person's spouse or de facto partner, and any children or other relatives of the person (or of the person's spouse or de facto partner) who live with the person; and

- (b) a company, trust or other entity controlled by the person or by any other Close Associate of the person (whether alone or jointly with one or more of their Close Associates) or over which the person or any other Close Associate has significant influence (such as a family company or family trust).

**Dealing** has the meaning given in clause 4.2 and **Deal** has a corresponding meaning.

**Derivatives** has the meaning given in the Corporations Act, and includes options, forward contracts, futures, warrants, depositary receipts, structured financial products, swaps, contracts for difference, spread bets, caps and collars and any other hedging or other arrangement that derives its value from any other underlying security or asset.

**Directors** means the directors of HLO.

**Employees** means any person who is employed or engaged by any member of the HLO Group, whether as an employee or independent contractor (and includes secondees).

**HLO** means Helloworld Travel Limited ABN 60 091 214 998.

**HLO Group** means HLO and its related bodies corporate (as defined in the Corporations Act) from time to time.

**HLO Securities** include:

- (a) ordinary shares issued by HLO;
- (b) any other class of shares or Securities issued by HLO or by any member of the HLO Group;
- (c) options or rights over any such shares or Securities;
- (d) beneficial interests in any such shares or Securities or rights to acquire any such shares or Securities; and
- (e) Derivatives entered into with a third party over or in relation to any of the above Securities.

**Material Non-Public Information** has the meaning given in clause 4.3

**Nominated Officer** means a person who holds for the time being an office listed in clause 6.1 or has been notified that they are a Nominated Officer under clause 6.1(h) (and has not been notified of the revocation of that nomination).

**Securities** include shares, debentures, any legal or equitable right or interest in shares or debentures, options, convertible notes, Derivatives, interests in managed investment schemes and any other financial products as defined by the Corporations Act.

## 4. The law against insider trading

### 4.1 Prohibitions

The principal insider trading prohibition in Australian law is contained in section 1043A of the Corporations Act. Subject to some limited exemptions, section 1043A prohibits a person (insider) who is in possession of Material Non-Public Information relating to HLO Securities or the Securities of any other entity from:

- (a) Dealing in the relevant Securities;
- (b) procuring (including arranging or encouraging) another person to Deal in the relevant

Securities; or

- (c) directly or indirectly communicating the Material Non-Public Information to another person when the insider knows, or ought reasonably to know, that the other person would or would be likely to:
  - (i) Deal in the relevant Securities; or
  - (ii) procure someone else to Deal in the relevant Securities.

## **4.2 What is Dealing in Securities?**

Dealing has a broad meaning and includes:

- (a) applying for, acquiring or disposing of the relevant Securities; and
- (b) entering into an agreement to apply for, acquire or dispose of the relevant Securities.

A person will be Dealing if they do any of those things on their own behalf or on someone else's behalf (for example, as agent).

Examples of Dealing in HLO Securities include (but are not limited to):

- (a) buying or selling shares in HLO on-market (or through an off-market transaction);
- (b) granting, acquiring or disposing of any beneficial interest in shares in HLO, such as through a trust that holds shares;
- (c) applying for, acquiring or exercising options or rights over shares in HLO;
- (d) acquiring shares (or an interest in shares) under any employee share plan operated by HLO;
- (e) accepting, or taking up entitlements under, a dividend reinvestment plan, rights issue, bonus issue, share purchase plan or any other offer of shares made by HLO;
- (f) accepting an offer made under a takeover bid for shares in HLO;
- (g) entering into any Derivative instrument with any third party in relation to shares in the Company; and
- (h) agreeing to do any of the above things.

## **4.3 What is Material Non-Public Information?**

- (a) Material Non-Public Information in relation to any Securities is information:
  - (i) that is not generally available; and
  - (ii) if it were generally available (see clause 4.4), a reasonable person would expect it to have a material effect (see clause 4.5) on the price or value of the relevant Securities.
- (b) The concept of information is very broad and includes:
  - (i) information that is insufficiently definite to warrant public disclosure (such as information concerning an incomplete proposal or negotiation);
  - (ii) matters of supposition and speculation (such as inferences and assumptions); and
  - (iii) matters relating to the intentions, or likely intentions, of a person.

## **4.4 When is information generally available?**

Information is generally available if it:

- (a) is readily observable;
- (b) has been made known in a manner likely to bring it to the attention of persons who

commonly invest in Securities of the relevant type and a reasonable period for that information to be disseminated has elapsed since it was made known; or

- (c) consists of deductions, conclusions or inferences made or drawn from information falling under paragraphs 4.4(a) or 4.4(b).

For the purposes of this Policy, it should be assumed that information relating to HLO or any other listed entity is not generally available unless that information has been released to the company announcements office of the Australian Securities Exchange (ASX) and the ASX has fully disseminated that information to the market.

#### **4.5 When does information have a material effect on the price or value of Securities?**

A reasonable person would be taken to expect information to have a material effect on the price or value of HLO Securities (or the Securities of any other entity) if that information would, or would be likely to, influence persons who commonly invest in securities in deciding whether or not to acquire or dispose of those Securities.

#### **4.6 Examples of Material Non-Public Information**

Examples of information that might be Material Non-Public Information include (but are not limited to) information about any of the following (before the information is announced to ASX):

- (a) financial results and operational statistics (especially where financial results are expected to differ materially from published forecasts or guidance, market expectations or consensus, or the results for the previous corresponding period);
- (b) budgeted or forecast financial results;
- (c) a proposed increase or decrease in dividends;
- (d) proposals to raise additional equity or borrowings;
- (e) the making of a share or debt issue and the under or over subscription of that issue;
- (f) proposed acquisitions, mergers, sales, joint ventures or takeovers;
- (g) business plans, investment proposals or material asset purchases or sales;
- (h) information about beneficial ownership of securities obtained under Part 6C.2 of the Corporations Act;
- (i) commencement of or major developments in litigation or other regulatory matters;
- (j) material decisions of Australian or overseas regulatory authorities;
- (k) material information affecting a significant customer or supplier;
- (l) the entry into, or termination of, a major contract;
- (m) significant events affecting or relating to the operation of any entity in the HLO Group;
- (n) a material change in an accounting policy adopted by HLO;
- (o) a proposal to change the auditor of HLO;
- (p) a change of significant investors' attitudes to investment in HLO;
- (q) any rating (or change to a rating) applied by a rating agency;
- (r) material related party agreements;
- (s) the appointment, retirement, health or capacity of any Director (including the Chief Executive Officer) or the Chief Financial Officer;

- (t) the entry into an employment agreement with the Chief Executive Officer, or obligations under those agreements; or
- (u) a change in the status of the 'independence' of a Non-Executive Director of HLO.

Material Non-Public Information need not relate to the HLO Group. For example, it could be information about a HLO customer, or one of its suppliers, or someone with whom HLO is discussing future strategic opportunities or negotiating a significant transaction.

Information need not have been obtained from within the HLO Group to constitute Material Non-Public Information and it does not matter how a person learns the information. For example, information overheard or obtained in a social setting may still be Material Non-Public Information.

## 5. Policy applicable to all Directors and Employees

### 5.1 Prohibition on disclosure of Material Non-Public Information

- (a) The confidentiality of Material Non-Public Information must be strictly maintained within the HLO Group by all Directors and Employees who have access to that Information, regardless of their title or position. No Director or Employee may disclose such Information inside or outside of HLO, except on a 'need-to-know' basis. This restriction does not limit, and is additional to, any other duty of confidentiality a Director or Employee owes to HLO or any other member of the HLO Group.
- (b) Without limiting clause 5.1(a), no Director or Employee may communicate (directly or indirectly) Material Non-Public Information about HLO Securities or the Securities of any other entity (whether inside or outside the HLO Group) to someone else where they know, or ought reasonably to know, that that person would be likely to Deal in or to procure another person to Deal in the relevant Securities. This prohibition extends to:
  - (i) telling a fellow Director, Employee, a Close Associate or anyone else about the Information;
  - (ii) giving hints or tips about the Information to someone else; and
  - (iii) causing another person to communicate the Information to someone else.

### 5.2 Overriding prohibition on Dealing by Directors and Employees in possession of Material Non-Public Information

- (a) Directors and Employees must not buy, sell or otherwise Deal in HLO Securities while in possession of Material Non-Public Information.
- (b) Directors and Employees in possession of Material Non-Public Information relating to the Securities of any other entity (whether inside or outside the HLO Group) must not Deal in the Securities of that entity.
- (c) Directors and Employees in possession of Material Non-Public Information in relation to any entity (whether inside or outside the HLO Group) must not cause or procure (including arrange or encourage) someone else to Deal in the Securities of that entity.

## 6. Additional restrictions applicable to Nominated Officers

### 6.1 Nominated Officers

The following Directors and Employees are Nominated Officers for the purposes of this Policy:

- (a) the Non-Executive Directors;
- (b) the Managing Director and Chief Executive Officer (CEO);

- (c) Directors of all subsidiaries of HLO;
- (d) the Employees who report directly to the CEO (including the Chief Financial Officer);
- (e) the Employees who report directly to those Employees referred to in clauses (d) above; )
- (f) any Company Secretary of any member of the HLO Group;
- (g) any person who is a member of the Key Management Personnel (within the meaning given to that term by Australian accounting standard AASB 124 'Related Party Disclosures') of HLO and is not otherwise covered by paragraphs (a) to (f) above;
- (h) any other Employee notified by the CEO from time to time (for example, because they are working on a confidential, price sensitive project or transaction); and
- (i) executive assistants and personal assistants of officers described in paragraphs (a) to (h) above.

Nominated Officers are routinely in possession of Material Non-Public Information (which, if generally available would, or would be likely to, influence persons who commonly invest in securities in deciding whether or not to subscribe for, buy or sell the HLO Securities). As such, Nominated Officers and their Close Associates are subject to the additional restrictions set out in this clause 6. HLO notes that these additional restrictions go beyond those imposed by law in some respects. These restrictions have been endorsed by the HLO Board with the aim of upholding the highest standards of corporate governance.

## **6.2 Prohibition on Dealing in HLO Securities without prior written clearance**

- (a) Subject to the overriding prohibitions in clause 5.2 and 6.3 and to clauses 6.2(f) and 7, Nominated Officers and their Close Associates may Deal in HLO Securities only if they:
  - (i) provide the relevant Clearance Officer with a written Request to Deal in HLO Securities (Request) before the proposed Dealing; and
  - (ii) obtain the prior written clearance of the relevant Clearance Officer for the proposed Dealing.
- (b) The Request must be in the form provided by the Company Secretary and may be given by hand or email. The form for making a Request will be made available on HLO's intranet.
- (c) The Request shall include a statement that the person making the Request does not believe they are in possession of any Material Non-Public Information.
- (d) Within two business days of receipt of the Request, the relevant Clearance Officer must:
  - (i) in his or her absolute discretion, either give clearance for or veto the proposed Dealing; and
  - (ii) give notice in writing (which includes email) of their decision to the person making the request.

In deciding whether to grant clearance, the relevant Clearance Officer:

- (i) shall seek advice from the General Counsel as required; and
  - (ii) may have regard (without limitation) to any reputational or other damage that could be suffered by HLO as a result of the proposed Dealing in HLO Securities at the relevant time.
- (e) Any clearance of a proposed Dealing will be effective only for five business days from the date on which it is given to the applicant (or any other period specified in it). For the avoidance of doubt, in the case of an on-market trade this requires execution (but not

settlement) of the trade to occur within that period.

- (f) The requirement under clause 6.2(a) for a Nominated Officer or Close Associate to obtain prior written clearance to Deal in HLO Securities does not apply to any of the following:
- (i) to participation by a Nominated Officer or their Close Associate in any dividend reinvestment plan offered by HLO (including the election to participate in the plan and the acquisition of HLO Securities under the plan but not the sale of HLO Securities following acquisition), provided that the relevant Nominated Officer complies with clause 6.6(a) in relation to his or her participation in the plan;
  - (ii) to participation by a Nominated Officer or their Close Associate in any employee share plan offered by HLO (including the election to participate in the plan, the acceptance of any offer or invitation under the plan and the acquisition of HLO Securities under the plan, but not the sale of HLO Securities following their acquisition), provided that the relevant Nominated Officer complies with clause 6.6(a) in relation to his or her participation in the plan; and
  - (iii) to any Dealing by a Nominated Officer or Close Associate that constitutes or involves, or results directly from, anything referred to in any of clauses 6.5(b)(iii), 6.5(b)(iv), 6.5(b)(vi), 6.5(b)(ix) and 6.5(b)(xi), or an equal reduction of capital, or the automatic conversion of an HLO Security.
- (g) The grant of clearance under this section is intended as a compliance monitoring function only and is not an endorsement, recommendation or approval of the proposed Dealing. Nominated Officers and their Close Associates remain responsible for their own investment decisions and compliance with the insider trading provisions of the Corporations Act and this Policy.

### **6.3 Prohibition on Dealing during Blackout Periods**

In addition to the overriding prohibition under clause 5.2 and subject to clauses 6.5 and 7, Nominated Officers and their Close Associates must not Deal in HLO Securities during any of the following Blackout Periods:

- (a) the period starting on 1 July in the relevant year and ending on the second ASX trading day after the date on which HLO announces its preliminary financial results to ASX;
- (b) the period starting on 1 January in the relevant year and ending on the second ASX trading day after the date on which HLO announces its half year results to ASX;
- (c) the period starting four weeks before the date on which HLO is scheduled to hold its annual general meeting for the relevant year and ending on the day after that meeting; and
- (d) any other period that the Board from time to time designates as a Blackout Period.

### **6.4 Prohibition on hedging and margin lending arrangements**

Unless otherwise approved by the Board in any particular person's case, Nominated Officers and their Close Associates must not:

- (a) enter into any hedging arrangement or any other arrangement that operates, or is intended to operate, to limit their exposure to risk in relation to HLO Securities; or
- (b) enter into any margin lending or securities lending arrangement, or otherwise grant a charge, lien or other encumbrance (including a mortgage, charge, pledge, lien or title retention arrangement, right of set off or right to withhold payment of a deposit or other money, or any third party interest such as a trust or an equity) over or affecting HLO Securities, where control of any sale process relating to those Securities may be lost.

Note: It is expected that Board approval under this clause would be granted only in rare circumstances, and would



never be granted in relation to HLO Securities that are unvested or subject to retention arrangements.

## **6.5 Exceptions to prohibition on Dealing during Blackout Periods**

- (a) This clause sets out certain limited exceptions to the prohibition under clause 5.3 on Dealing during a Blackout Period but does not exempt any person from:
- (i) the overriding prohibition under clause 5.2 on Dealing while in the possession of Material Non-Public Information; or
  - (ii) the requirement to obtain prior written clearance for Dealing at any time under clause 6.2.

Accordingly, all Dealing referred to in clause 6.5(b) remains subject to the overriding prohibition in clause 5.2 and, except as otherwise provided by clause 6.2(f), the requirement to obtain prior written clearance under clause 6.2.

- (b) The prohibition on Dealing during a Blackout Period under clause 6.2 does not apply to Dealing by a Nominated Officer or their Close Associate that constitutes or involves, or results directly from, any of the following:
- (i) unless the Board of HLO determines that this clause 6.5(b) does not apply to a particular offer, invitation or proposal, Dealing in HLO Securities under an offer or invitation made by HLO to all or most of the ordinary shareholders of HLO - such as an offer or invitation under a rights issue, bonus issue, share purchase plan, dividend reinvestment plan, an equal access buy-back or in lieu of a cash dividend (and including, without limitation, 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 rights issue) - or under an equal reduction of capital;
  - (ii) undertaking to accept, or accepting, an offer for HLO Securities made under a takeover bid;
  - (iii) disposing of HLO Securities under a court-approved compromise or arrangement under Part 6.1 of the Corporations Act;
  - (iv) investing in, or dealing in units of or interests in, a fund or other scheme (other than a scheme investing primarily in HLO Securities) where the assets of the fund or other scheme are invested at the discretion of a third party;
  - (v) where the Nominated Officer or their Close Associate is the trustee of a trust, Dealing in HLO Securities by that trust provided that neither the Nominated Officer nor any Close Associate is a beneficiary of the trust and any decision to trade during a Blackout Period is taken by the other trustees or by an investment manager independently of the Nominated Officer or relevant Close Associate;
  - (vi) the disposal of HLO Securities occurring merely because of a change of the trustee of a trust;
  - (vii) the exercise (but not the sale of securities following exercise) of an option or other right under an employee share plan operated by HLO, or the conversion of a convertible security, where the final date for the exercise of the option or other right, or the conversion of the security, falls during a Blackout Period and HLO has been in an exceptionally long Blackout Period or has had a number of consecutive Blackout Periods and the Nominated Officer could not reasonably have been expected to exercise it at a time when a Blackout Period was not in operation;
  - (viii) the acquisition (but not the sale following acquisition) of HLO Securities under any employee share plan that the Board determines is a plan to which this clause 6.5

applies, provided that the Nominated Officer or Close Associate has complied with clause 6.6(a) in relation to their participation in the plan;

- (ix) the forfeiture, lapse, cancellation or surrender of any HLO Securities (including options or shares) under any employee share plan operated by HLO;
- (x) an off-market transaction involving the transfer or other disposal of any HLO Securities from a Nominated Officer (or their Close Associate) to, or to a Nominated Officer (or their Close Associate) from, any of the following:
  - (A) a Close Associate of the relevant Nominated Officer (or, in the case of a Close Associate, the relevant Nominated Officer);
  - (B) a company, trust or other entity over which the relevant Nominated Officer or a Close Associate of that Nominated Officer has control or significant influence (whether alone or jointly with any of their respective Close Associates); or
  - (C) a superannuation fund or other pension or saving scheme in which the relevant Nominated Officer or a Close Associate of that Nominated Officer is a beneficiary; and
- (xi) an off-market transaction in any HLO Securities where no or only nominal consideration is given or received by the Nominated Officer or any Close Associate of that Nominated Officer in respect of the relevant transaction (including, without limitation, a transfer of HLO Securities by the legal personal representative of any person to a beneficiary of that person's estate).

## **6.6 Dividend reinvestment and employee share plans**

- (a) A Nominated Officer and their Close Associates may not:
  - (i) join, or accept an offer or invitation made under, a dividend reinvestment plan or an employee share plan operated by HLO during a Blackout Period; or
  - (ii) suspend, withdraw from, or vary his or her participation in, any such dividend reinvestment plan or employee share plan during a Blackout Period, except where he or she does so for the purpose of ensuring that he or she does not breach this Policy and/or the insider trading provisions of the Corporations Act.
- (b) It is HLO's intention that:
  - (i) the rules of any employee share plan introduced by HLO will not permit any Nominated Officer to exercise any influence or discretion over how, when or whether HLO Securities are acquired by the Nominated Officer under the plan (except to the extent that a decision in connection with the doing of anything referred to in paragraphs 6.6(a) (i) or (ii) may be considered to involve the exercise of any such influence or discretion); or
  - (ii) no employee share plan will be terminated or cancelled during a Blackout Period except in rare circumstances.

## **7. Application of Policy in exceptional circumstances**

### **7.1 Discretion to give prior written clearance for sale during a Blackout Period**

Subject to the overriding prohibition under clause 5.2, a Nominated Officer (or their Close Associate) may, in exceptional circumstances, be given prior written clearance under this clause 7 to sell or otherwise dispose of (but not to buy) HLO Securities during a Blackout Period, even though that person would ordinarily be subject to the prohibition in clause 6.3.

## **7.2 Meaning of exceptional circumstances**

For the purposes of this Policy, a person's circumstances may be considered exceptional if the person:

- (a) is in severe financial hardship (see below); or
- (b) is required by a court order or a court enforceable undertaking (such as an undertaking given in a bona fide family settlement) to transfer or otherwise dispose of the relevant HLO Securities or there is some other overriding legal (other than contractual) or regulatory requirement for him or her to do so.

A person may be considered to be in severe financial hardship if he or she has a pressing financial commitment that cannot be satisfied other than by selling the relevant HLO Securities. HLO considers that a tax liability would not normally constitute severe financial hardship unless the person has no other means of satisfying the liability, and a tax liability relating to securities received under an employee incentive scheme would not normally constitute severe financial hardship or otherwise be considered an exceptional circumstance for the purposes of this Policy.

As it is not possible to specify, in advance, all circumstances that may constitute exceptional circumstances for the purposes of this Policy, the relevant Clearance Officer has the discretion to determine that circumstances that do not fall within the exceptional circumstances outlined in this clause 7.1 are nevertheless of an exceptional nature justifying the giving of prior written clearance under this clause 7.

## **7.3 Procedure for requesting prior written clearance**

- (a) A request for prior written clearance under this clause 7 must:
  - (i) be in writing and given by hand or email to the relevant Clearance Officer at least five business days (or any shorter period agreed to by the Clearance Officer) prior to the proposed disposal of HLO Securities;
  - (ii) set out the number of HLO Securities proposed to be sold or otherwise disposed of, and the manner in which the transaction is intended to occur (for example, whether on-market or through an off-market transaction); and
  - (iii) include or be accompanied by:
    - (A) sufficient information to demonstrate that the person is experiencing severe financial hardship or that their circumstances are otherwise exceptional and that the proposed sale or disposal of the relevant HLO Securities is the only reasonable course of action available to them in those circumstances; and
    - (B) a declaration to the effect that the person does not believe they are in possession of any Material Non-Public Information relating to HLO Securities.
- (b) The relevant Clearance Officer may ask the applicant to provide any further information they consider necessary or desirable for consideration of the request.

## **7.4 Determination of request for prior written clearance**

Within five business days of receipt of a request for clearance under this clause 7 and of any additional information requested by the relevant Clearance Officer, the relevant Clearance Officer must consider and determine the request. If the relevant Clearance Officer:

- (a) is satisfied that the applicant's circumstances constitute exceptional circumstances for the purposes of this Policy and that the proposed sale or disposal of the relevant HLO Securities is the only reasonable course of action available to them in those circumstances; and

(b) has no reason to believe that the applicant is in possession of inside information, the relevant Clearance Officer may (in their absolute discretion) decide to grant the requested clearance (with or without conditions). In deciding whether to grant clearance, the relevant Clearance Officer may have regard (without limitation) to any reputational or other damage that could be suffered by HLO as a result of the proposed sale or disposal of HLO Securities at the relevant time.

## **7.5 Form, duration and effect of clearance**

Any clearance granted under this section:

- (a) must be in writing;
- (b) may be given by hand or email; and
- (c) will be effective only for five business days from the date on which it is given to the applicant (or any other period specified in it). For the avoidance of doubt, in the case of an on-market trade this requires execution (but not settlement) of the trade to occur within that period.

The grant of clearance under this section is not an endorsement, recommendation or approval of the proposed Dealing and merely exempts the relevant Nominated Officer (or their Close Associate) from the additional restrictions otherwise applicable under clause 6.3. Nominated Officers and their Close Associates remain responsible for their own investment decisions and compliance with the insider trading provisions of the Corporations Act and this Policy.

## **8. Confirmation of Dealings and record of clearances**

### **8.1 Confirmation of Dealings**

Nominated Officers and their Close Associates (who are not Directors) must confirm in writing with the relevant Clearance Officer within three business days after any Dealing has occurred (excluding any Dealing that is subject to clause 6.2(f)). For the avoidance of doubt, Directors must comply with their notification obligations under the agreements separately in place between them and HLO for the purposes of ensuring compliance with ASX Listing Rules 3.19A and 3.19B and section 205G of the Corporations Act.

### **8.2 Record of clearances**

The relevant Clearance Officer must promptly advise the Company Secretary of any clearance granted by that Clearance Officer under clause 6.2 or clause 7 and the Company Secretary must maintain a record of any clearances so notified.

## **9. Consequences of breach**

Failure to comply with this Policy by any Employee constitutes cause for summary dismissal by HLO (without notice or payment in lieu of notice). In addition, a breach by any person of the prohibitions contained in the Corporations Act and referred to in clause 4.1 is a criminal offence punishable:

- (a) for individuals, by either or both of imprisonment for up to 10 years or a fine of up to the greater of:
  - (i) A\$495,000; or
  - (ii) if the court can determine the total value of the benefits that have been obtained and are reasonably attributable to the commission of the offence – three times that total value; and
- (b) for bodies corporate, by a fine of up to the greater of:

- (i) \$4.95 million;
- (ii) if the court can determine the total value of the benefits that have been obtained and are reasonably attributable to the commission of the offence – three times that total value;
- (i) if the court cannot determine the total value of those benefits, 10% of the body corporate's annual turnover during the 12 month period ending at the end of the month in which the body corporate committed, or began committing, the offence.

Insider trading may also attract civil penalties. A court may impose substantial civil monetary penalties for insider trading and order payment of compensation to persons who suffer loss or damage because of insider trading.

## 10. Further information

Any questions relating to the interpretation, application or enforcement of this Policy should be forwarded to the Company Secretary