

Securities trading policy

Jayex Technology Limited ACN 119 122 477 (**Company**)

Reviewed/Approved by the Board	
Adopted	30 March 2016
Reviewed & Approved	26 August 2019
Reviewed & Approved	21 September 2020
Reviewed & Approved	28 June 2022

Securities trading policy

1. Introduction

1.1 The securities of the Company are listed on ASX.

1.2 This policy sets out:

- (a) when employees, including directors and senior management, and their closely connected persons, may and must not deal in Company Securities;
- (b) when employees, including directors and senior management, and their closely connected persons, may and must not deal in listed securities of another entity (because they may obtain inside information about another entity's securities while performing their duties for the Group); and
- (c) procedures to reduce the risk of insider trading.

2. Defined terms

In this policy:

Approving Officer means:

- (a) for an Employee who is not a director, the chief executive officer;
- (b) for the chief executive officer or a director (except the chairperson of the board), the chairperson of the board; and
- (c) for the chairperson of the board, the chairperson of the Audit Committee.

ASX means ASX Limited.

Blackout Period means each period between:

- (a) 1 July and 24 hours after the release of the Company's half year results to ASX,
- (b) 1 January and 24 hours after the announcement of the Company's full year results to ASX; and
- (c) the date of dispatch of the notice of the Company's annual general meeting and 24 hours after the close of the Company's annual general meeting.

Closely Connected Persons means:

- (a) any spouse, de facto partner of, or any children residing with, an Employee; and
- (b) companies, trusts, self-managed or other super funds and entities which are controlled by an Employee or individual referred to in paragraph (a) above.

Company Securities includes:

- (a) shares in the Company or a Group member,
- (b) options over the shares set out in paragraph (a), but excludes the conversion of options into the shares set out in paragraph (a) which can be made at any time subject to the terms of the underlying option,
- (c) any other financial products of the Group traded on ASX; and

- (d) any derivative or associated instruments the value of which is determined (in whole or in part) by any security listed in paragraph (a), (b) or (c).

Employee means a person employed by Group and includes a director or person engaged in the management of the Group, whether as an employee or consultant.

Group means the Company and each of its controlled entities.

3. Insider trading

- 3.1 If a person has information about securities and the person knows, or ought reasonably to know, that the information is inside information, it is likely to be illegal for the person to:
 - (a) deal in the securities;
 - (b) procure another person to deal in the securities; or
 - (c) give the information to another person who the person knows, or ought reasonably to know, is likely to:
 - (i) deal in the securities; or
 - (ii) procure someone else to deal in the securities.
- 3.2 Insider trading is a criminal offence. It is punishable by substantial fines or imprisonment or both. A company may also be liable if an employee or director engages in insider trading.
- 3.3 Insider trading may also attract civil penalties. A court may impose substantial pecuniary penalties for insider trading and order payment of compensation to persons who suffer loss or damage because of insider trading.

4. What is inside information?

- 4.1 Inside information is information that:
 - (a) is not generally available; and
 - (b) if it were generally available, would, or would be likely to, influence persons who commonly invest in securities in deciding whether to acquire or dispose of the relevant securities.
- 4.2 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 sections (a) or (b).
- 4.3 Examples of information which may be inside information in relation to the Company include, but are not limited to:
 - (a) a change in financial forecasts or expectations;
 - (b) a proposed dividend;
 - (c) changes in the Board of Directors or senior executives;

- (d) pending ASX announcements;
- (e) proposed changes in capital structure, including issues of securities, rights issues, the redemption of securities and capital reconstructions;
- (f) giving or receiving a notice of intention to make a takeover offer;
- (g) debt facilities and borrowings;
- (h) mergers, demergers, acquisitions and divestments;
- (i) significant changes in operations, strategy or proposed changes in the general character or nature of the business of the Company or its subsidiaries;
- (j) liquidity and cash flow information;
- (k) sales figures;
- (l) major or material purchases or sales of assets;
- (m) significant new contracts or customers;
- (n) an entity proposing to buy, or a securityholder proposing to sell, a substantial number of Company Securities;
- (o) industry issues that may have a material impact on the Company;
- (p) significant litigation involving the Company;
- (q) allegations of any breach of the law or other regulatory requirements by the Company; and
- (r) decisions on significant issues affecting the Company by regulatory bodies in Australia or other relevant jurisdictions (such as the Australian Securities and Investments Commission or the Australian Competition and Consumer Commission).

5. Confidential information

- 5.1 Related to the above, Employees also have a duty of confidentiality to the Company. Employees must not reveal any confidential information concerning the Company, use that information in any way which may injure or cause loss to the Company, or use that confidential information to gain an advantage for themselves.

6. What is dealing in securities?

- 6.1 Dealing in securities includes:
- (a) applying for, acquiring or disposing of, securities;
 - (b) entering into an agreement to apply for, acquire or dispose of, securities; and
 - (c) granting, accepting, acquiring, disposing, exercising or discharging an option or other right or obligation to acquire or dispose of securities.
- 6.2 A decision to join, or subscribe for Company Securities under, any dividend reinvestment plan or other corporate action open to all shareholders is not dealing in Company Securities.

7. When Employees may deal

- 7.1 Subject to what is set out in section 8 below, an Employee may deal in Company Securities or the listed securities of another entity if they does **not** have information that they knows, or ought

reasonably to know, is inside information in relation to Company Securities or those securities of the other entity.

- 7.2 Employees or potential insiders are to obtain prior written approval from the Chief Executive Officer or, in their absence, the Company Secretary, at least one day prior to the purchase/sale of securities in the Company held by the Employee.
- 7.3 On receipt of an application under section 7.2, the Company Secretary shall procure that the Chairperson considers the application. No dealing in the Company's securities may be undertaken before the Employee receives the written approval of the Chairperson (which may be refused or given subject to any conditions the Chairperson determines necessary to comply with this policy).
- 7.4 Any dealing in the Company's securities by an Employee approved by the Chairperson in accordance with this section must be completed within 14 days (or such earlier time as determined by the Chairperson) from the date that the Employee receives written approval from the Chairperson, and the Employee must advise the Company Secretary on behalf of the Chairperson promptly following completion of any such trade.

8. When Employees must not deal

- 8.1 An Employee:
- (a) must not deal or procure another person to deal in Company Securities or the listed securities of another entity if they have information that they know, or ought reasonably to know, is inside information in relation to Company Securities or those securities of the other entity; and
 - (b) must not deal in Company Securities during the Blackout Period.
- 8.2 If an Employee believes they have come into possession of inside information, they must immediately advise the CEO and/or the Company Secretary to be recorded in the Company's Confidentiality register.
- 8.3 Any approval to deal in the Company's securities by an Employee in accordance with section 6 is automatically deemed to be withdrawn if the Employee becomes aware of any price sensitive information prior to or during any approved dealing in the Company's securities.

9. Exceptional circumstances

- 9.1 The Approving Officer may give clearance for an Employee to sell (but not buy) Company Securities in exceptional circumstances where the Employee would otherwise not be able to do so under this policy. For example, if the Employee has a pressing financial commitment that cannot otherwise be satisfied.
- 9.2 The Approving Officer may not give clearance under the exception in section 9.1 if there is a matter about which there is inside information in relation to Company Securities (whether or not the Employee knows about the matter) when the Employee requests clearance or proposes to deal in Company Securities.
- 9.3 The Approving Officer will decide if circumstances are exceptional.

10. Dealings by associates and investment managers

- 10.1 If an Employee is prohibited from dealing in Company Securities pursuant to this policy, they must prohibit any dealing in the Company Securities by:

- (a) any associates; or
 - (b) any investment manager on their behalf or on behalf of any associates.
- 10.2 For the purposes of section 10.1, an Employee must:
- (a) inform any investment manager or associate of the periods during which the Employee may and may not deal in Company Securities; and
 - (b) request any investment manager or associate to inform the Employee immediately after they have dealt in Company Securities.
- 10.3 An Employee does not have to comply with sections 10.1 and 10.2 to the extent that to do so would breach their obligations of confidence to the Group.

11. Communicating inside information

- 11.1 If an Employee has information that they know, or ought reasonably to know, is inside information in relation to Company Securities or the listed securities of another entity, the Employee must not directly or indirectly communicate that information to another person if they know, or ought reasonably to know, that the other person would or would be likely to:
- (a) deal in Company Securities or those securities of the other entity; or
 - (b) procure another person to deal in Company Securities or the securities of the other entity.
- 11.2 An Employee must not inform colleagues (except the Approving Officer) about inside information or its details.

12. Speculative dealing

An Employee may not deal in Company Securities on considerations of a short term nature.

13. Dealings to limit economic risk

Employees are not permitted to enter into transactions (including, but not limited to, hedging arrangements, margin loans and / or share lending arrangements) in Company Securities (or any derivative thereof) which operate to limit the economic risk of holding any security in the Company or any vested or unvested entitlements to securities in the Company under any equity based remuneration schemes offered by the Company (or any member of the Group).

14. Closely Connected Persons

Employees must take reasonable steps to advise their Closely Connected Persons of this Policy and procure that they comply with this Policy as if they were an Employee.

15. Changes to Policy

If any material changes are made to this Policy, the Company will give the amended Policy to ASX for release to the market within 5 business days of the material change taking effect.

Amendments to the Policy which are likely to constitute a material change include:

- (a) changes to the Blackout Periods; and

- (b) changes with respect to the Exceptional Circumstances in which Employees may be permitted to trade during a Blackout Period (as set out in section 9 of this Policy).

16. Breach of policy

A breach of this policy by an Employee is serious and may lead to disciplinary action, including dismissal in serious cases. It may also be a breach of the law.

17. Distribution of policy

This policy must be distributed to all Employees.

18. Assistance and additional information

Employees who are unsure about any information they may have in their possession, and whether they can use that information for dealing in securities, should contact the Approving Officers.

19. Approved and adopted

This policy was approved and adopted by the board on 21 July 2022.

Securities Trading Request Notice

Date: _____

BUYING/SELLING OF SHARES IN JAYEX TECHNOLOGY LIMITED (“JTL”)

This notice seeks approval for the named JTL personnel/director below to trade in the securities of JTL in accordance with the Company’s Securities Trading Policy.

I confirm that:

- I am not in possession of, or aware of, any information that may be considered “inside information”;
- I am not involved in any short term or speculative trading in JTL securities;
- I am not hedging the risk of any fluctuation in value of any unvested entitlement in JTL securities; and
- I will not deal in the securities during any blackout period.

I acknowledge that this approval to trade is valid for only fourteen (14) days from the date indicated below, unless otherwise revoked earlier by notice in writing.

Estimated number *shares/options to be *purchased/sold
*Delete as appropriate.

Name of Employee/ Director

Signature of Employee/ Director

Approved:

Chair / Company secretary

Date: _____

Appendix

Employee acknowledgement

I acknowledge that I have read and understood the *Securities Trading Policy* of Jayex Technology Limited and understand that I am obliged to observe the requirements of this Policy and to communicate this Policy and its obligations to the entities and staff under my control or supervision.

Your Name:

Signature:

Date: