

CORPORATE GOVERNANCE

CODE OF CONDUCT

1. Introduction

Although the policies in this Code do not cover the full spectrum of personnel activities, they are indicative of the Company's commitment to the maintenance of high standards of conduct and are descriptive of the type of behavior expected from personnel in all circumstances.

Whenever an individual is in doubt about the application or interpretation of the Code, or becomes aware of any business being conducted for and on behalf of the Company which contravenes the standards specified in the Code, the individual should inform his/her superior or the board immediately, without fear of retribution.

Monitoring is regularly undertaken to ensure compliance with the Code. Any violation of the standards in the Code will be grounds for disciplinary action, which could include dismissal.

2. The Company shall comply with the laws that are applicable to Company operations and business activities

The company shall comply with the laws in the jurisdictions in which it operates and conducts its business activities. The laws that govern the Company's operations and business affairs are increasing and are becoming more complex. Although personnel are not expected to know all of the laws that govern the Company's operations and activities, they should recognise and be familiar with, the basic legal requirements applicable to his/her area of responsibility.

Whenever an individual has any questions about the application or interpretation of laws, regulations and standards governing corporate operations and activities, personnel should seek the advice of the Company's Legal Counsel. Many legal difficulties can be avoided or minimised if legal counsel is obtained at the outset of business transactions.

3. Books, records and accounts of the Company shall reflect accurately, fairly, in reasonable detail, and in a timely manner all the transactions, acquisitions and dispositions of assets, and other business affairs of the Company

All reporting must be done promptly, accurately, and in sufficient detail to ensure the integrity of corporate information and records.

No unrecorded fund or asset of the Company shall be established and maintained for any reason. No false, artificial, or misleading entries shall be made in the books, records and

documents of the Company for any reason, and no personnel shall engage in any arrangement that results in such prohibited acts.

No transaction shall be effected and no payment shall be made on behalf of the Company with the intention or understanding that the transaction or payment is other than described in the documentation evidencing the transaction or supporting the payment. If any personnel believe any such fund, asset, entry, transaction, or payment might exist, full disclosure must be made to the Board.

4. Company contributions to political parties, candidates, or campaigns shall be made in accordance with the applicable legislation and as authorised by the Board

All contributions to a political party, candidate, or campaign shall be in accordance with applicable domestic or foreign legislation. Requests for such contributions should be referred to the Company's Managing Director. It should be noted that political contributions include anything having value such as loans, entertainment and use of corporate facilities, assets, property, services or personnel. Prior approval to make any such contribution is required. The Company encourages its personnel to be involved in Political activities but such involvement should be undertaken by personnel acting on their own time and on their own behalf and not as representatives of the Company.

5. All personnel shall safeguard Company resources and shall follow safe working practices

Theft, pilferage, willful damage, or misuse of Company property is NOT acceptable and will not be tolerated by management. Personnel shall not engage in any conduct that will create hazards or unsafe conditions in the place of work or otherwise fellow workers.

6. Confidential information, proprietary information, intellectual property, patents, copyrights, and the like, whether owned or developed by the Company or by third parties and in the possession of the Company, shall not be disclosed, appropriated or used other than as specifically allowed or contemplated, without proper authorisation

Unless previously published, corporate records, reports, papers, devices, processes, plans, methods, apparatus, intellectual property, whether patented or copyrighted or not, and inside information, whether owned or developed by the Company or by third parties and in the possession of the Company, are considered by the Company to be proprietary and confidential. Unauthorised disclosure or misuse of the Company's proprietary or confidential information is prohibited.

The Company may disclose to its customers, suppliers, personnel, investors, and the public only such information about the Company as is necessary for them to judge adequately the Company and its activities, or as is contained in the Company's normal reporting functions to government and industry. However, except as required by law, the Company cannot be expected to disclose information which might impair its competitive effectiveness or which might violate the private rights of individuals or institutions. Any release of information to the public must be per the continuous disclosure policy.

Intellectual property is proprietary and may be confidential, whether or not protected by patent, trademark, copyright or otherwise and includes computer software programs, technical processes, inventions, research devices, reports or articles containing any form of unique or original innovation or development. Personnel and agents of the Company

should be aware of the confidential, proprietary and contractual provisions relating to such intellectual property with respect to the use, copying, appropriation or disclosure thereof, whether owned or developed by the Company or by third parties and in possession of the Company.

Intellectual property that has been created or developed by personnel within their scope of employment or contract, and any patents, rights, or copyrights there from belongs to and is owned by the Company.

With regard to release of information in the event of a disaster, it is imperative that the initial response to the media be given by the immediate highest level of authority at the site. This response shall be confined to a brief description of the disaster (eg. Fire, explosion, injuries, death, etc.) and shall not include names of individuals involved, estimates of damage, or other details pending notification of authorities, next of kin, and others. The person issuing the response shall contact management as soon as possible for direction.

Where the incident takes place in a strategic confidential project, there is to be no release of information surrounding the project's capabilities or causes of the incident without prior approval of the Board.

7. Personnel must avoid all situations in which their personal interests conflict or might conflict with their duties to the Company or the interests of the Company

Personnel should avoid entering into any business arrangements, acquiring any interests, or participating in any activities that would:

- Deprive the Company of the time or attention required to fully perform their duties properly in accordance with their employment terms;
- Interfere with or affect their judgment or ability to act solely in the Company's best interests; or
- Otherwise conflict with the best interests of the Company.

For example, a conflict of interest could arise when individuals have a personal interest, direct or indirect, in a supplier, customer or competitor of the Company, or when an individual is engaged in outside employment or participates in an outside organisation which may interfere with the personnel's regular duties or affect the personnel's working effectiveness. Personnel are required to disclose promptly and in writing to the Managing Director all business, commercial, or financial interests or activities where such interests or activities might reasonably be regarded as creating actual or potential conflict with their duties of employment. Personnel are required to ensure that actions taken and decisions made within their area of responsibility are free from influence of any interests that might reasonably be regarded as confliction with those of the Company. After any personnel has disclosed a potential conflict, a determination will be made as to whether the individual should divest his or her interest or have other duties and responsibilities assigned.

If personal financial or other benefit is gained by an individual or his or her relatives or associates through the use or misuse of corporate property, or information proprietary or confidential to the Company, the law in most jurisdictions provides that the individual must account to the Company for any benefits received and may provide for further fines or

penalties. Not only an actual conflict of interest but the very appearance of a conflict of interest should be avoided.

8. Personnel shall not use for their own financial gain, or disclose for the use of others, inside information obtained as a result of their engagement with the Company

All personnel must comply to the Company's Securities Trading Policy.

9. The Company's business is conducted fairly and purchases of services, materials and equipment are made on the basis of quality, service, and price

The Company conducts its business activities fairly and competitively in accordance with the requirements of trade and anti-competition legislation applicable in the jurisdiction in which it operates. Personnel must be aware of the provision of such legislation pertaining to agreements and arrangements with competitors, pricing practices, and other matters that are subject to review under this legislation. Failure to observe these legislative requirements can result in serious liability to the Company and to the individuals involved. The following trade practices are prohibited:

- Price-Fixing – Any oral, tacit or implied agreement or understanding among competitors to adhere to certain prices or any element thereof will be considered price-fixing.
- Communication among competitors relating any way to current or future prices may result in a price-fixing charge. Price information about a competitor's product may be obtained if publicly announced or from a Company's customer. Also, it is permissible to mail a price list to a competitor if the competitor is a customer for a product of which a price list has been requested.
- Bid-Rigging – Any oral, tacit or implied agreement to refrain from bidding, to bid at a certain price, or to submit a "protective" bid (a bid that is obviously less favourable than a competitor's bid) will be considered bid-rigging.
- Agreement to Divide Markets – Any oral, tacit or implied agreement among competitors that contemplates or results in a division, assignment or apportionment of customers or territories to be served, or a limitation on any product sold or services rendered, will be considered an agreement to divide markets.
- Refusal to Deal – Any oral, tacit or implied agreement among competitors to refuse to sell to or purchase from any person will be considered a refusal to deal.

With respect to trade associations, which by their nature involve meetings and discussions with competitors, care must be taken to avoid prohibited trade practices. If at any trade association meeting the subject of product pricing, bidding, territorial or customer allocation, or refusal to deal is discussed, any Company personnel attendance must leave the meeting immediately without comment. The circumstances must then be reported to the Managing Director so that proper corrective action may be taken. Trade association questionnaires asking for information relating to prices should not be answered and all such questionnaires should be referred to the Managing Director.

It is Company policy not to seek to obtain or to retain business by agreeing to purchase supplies from a particular customer. There is nothing improper in doing business with customers that are the Company's supplier so long as the business transacted with the supplier is not based on the condition or understanding that purchases by the Company from such supplier are contingent upon the business to be conducted by the Company with such supplier.

10. All personnel and prospective employees of the Company are assured equal employment opportunity and a healthy and safe working environment

Having regard to the personal safety and well-being of ALL personnel, the Company will recruit, select, train, promote, compensate, transfer, discipline and release personnel and take any and all other actions without regard to race, creed, colour, religion, nationality, place of origin, age, sex, marital status, or the fact that a person has a physical handicap, is a war veteran or was convicted of an offence for which a pardon has been issued.

The necessary policies and measures will be adopted by the Company to create and maintain:

- A viable business enterprise that will provide the Company's personnel with competitive wages and benefits;
- A safe, healthy, efficient and productive work place for personnel;
- An environment which is free from harassment and promotes a high degree of cooperation and mutual trust between the Company and its personnel; and
- Opportunities for personnel to develop their potential.

Should any personnel feel that discrimination or harassment has occurred or that an event has occurred which affects the work place or environment, the individual should report the occurrence to his/her superior or to the Managing Director. Discrimination and harassment may constitute an offence under legislation.

11. The Company's integrity shall not be compromised nor its reputation as a good corporate citizen impugned by corrupt, illegal, or improper payments made by or on behalf of the Company, its personnel, or its agents

No one employed or contracted by the Company shall at any time offer, promise, authorise, approve, or condone the use of corporate funds or property for any of the following activities in any country:

- The payment of money or the giving of anything of value to any government official, to influence him or her to act or to fail to act in any official capacity or to induce him or her to use his/her influence with any government official or government agency or instrumentality, in order to retain any business for the Company or to direct any business to any other person;
- The payment of money or the giving of anything of value to any political party, any official of a political party, or any candidate to act or to fail to act in an official capacity or to induce such political party, official, or candidate to influence a government official or any government agency or instrumentality, in order to obtain

or retain any business for the Company, or to direct any business to any other person; or

- The payment of money or the giving of anything of value to any person who will apply such payment or gift or any part of such payment or gift, directly or indirectly, to any one of the foregoing activities.

The foregoing activities are prohibited even if permitted by the laws, standards, or customs of any country where the Company is doing business, and regardless of any requests or pressures received from the government of such country or the competitive consequences of refusing to comply with such requests or pressures.

In general, the dishonest or partial use of power or position which results in one person/group being advantaged over another will not be tolerated by the Company.

This policy does not prohibit a payment of money made or authorised to be made to government personnel who are in a clerical or ministerial position and who have no discretionary authority, where a payment is necessary to induce such personnel to perform his/her regular function, provided that the payment is not excessive, that it is approved by the senior Company officer responsible for the affected operation, and that it is properly recorded in the books of the Company.

This policy does not prohibit the normal extension of those common courtesies and social amenities consistent with ethical business practices, and with the customs and usage of the industry, which are offered and received on a basis of amicable personal relations and which do not give even the appearance of impropriety, provided that the cost thereof is properly identified and disclosed in the books of the Company.

Nor does this policy prohibit the payment of commissions or fees to responsible and qualified consultants, agents, marketing representatives, attorneys, and others for necessary and legitimate services actually performed, where the amount paid is reasonable related to the value of such services or the benefits resulting therefrom. This policy is not intended to prohibit any payments to a government official, employees, or agency, which are specifically required by a law, regulation, or decree equally applicable to all similarly situated companies.

Personnel that are uncertain of the applicability of the above policy to any proposed action must obtain permission from the board before proceeding. No one, however, is authorised to compromise or to qualify the above policy on behalf of the Company.

Personnel who discover a breach of this policy must immediately advise the board.

12. Occupational health and safety

It is the responsibility of all employees to act in accordance with occupational health and safety legislation, regulations and policies applicable to their respective organisations and to use security and safety equipment provided.

Specifically all employees are responsible for safety in their work area by:

- following the safety and security directives of management;

- advising management of areas where there is potential problem in safety and reporting suspicious occurrences; and
- minimising risks in the workplace.

13. Personnel are prohibited from any practice that constitutes commercial bribery

No funds of the Company shall be paid, loaned, or otherwise disbursed nor shall any assets of the Company be given, leased, or otherwise disposed of as bribes, kickbacks, or other payments designed to influence or compromise the conduct of the recipient. No officer or personnel of the Company shall accept any funds or assets for assisting any person or entity to obtain business or to ensure special concessions from the Company. The following conduct is expressly prohibited:

- Payment or receipt of money, gifts, loans, or other favors which may tend to influence business decisions or compromise independent judgment; and
- Payment or receipt of rebates or kickbacks for obtaining business of the Company or for the Company.

Entertainment provided to persons with whom the Company conducts business or offered to personnel of the Company is permitted when it is:

- Reasonable in amount and not made with the intent to influence the recipient with his/her area of responsibility;
- Consistent with generally accepted business practices and not in contravention of any law or regulation; and
- Such that full public disclosure would not embarrass or in any way reflect unfavorably on the Company or the recipient.

For example, reasonable expenditures for the entertainment of customers, prospective personnel or business associates are permissible on the part of a personnel whose duties embrace the provision of such entertainment provided proper accounting is made. Business lunches, dinners, sporting activities and theatre entertainment may be accepted where the above standards are met.

Gifts may be given or received when customary in a country and only when they are not excessive in amount and properly recorded in the books of the Company.

Should an officer, personnel, or agent of the Company be requested to make or accept a payment, gift, or other benefit that exceeds the standards specified herein, he should immediately disclose the request and all surrounding circumstances to his/her superior or to the managing director.

14. The Company and its personnel may belong to industry and professional associations when such membership provides significant benefits to the Company and to its business activities

The Company and/or its personnel, with the prior approval of the Company, may belong to industry and professional associations when such organisations contribute significant

benefits to justify time and cost of membership or support. Such associations involve meetings and discussions. Therefore, personnel who participate should be prepared to give reasonable time and resources commensurate with the benefits derived by the Company.

CORPORATE GOVERNANCE SECURITIES TRADING POLICY

1. Securities Trading Policy

1.1 Securities of the Company are listed on ASX.

This policy outlines:

- (a) when Key Management Personnel (**KMP**), other Employees and consultants (together, "Relevant Persons") may deal in Company Securities;
- (b) when Relevant Persons may 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.

This Securities Trading Policy has been prepared to address the requirements of the ASX Listing Rules which require the Company to provide a framework to Relevant Persons when Dealing in Securities of the Company. The Securities Trading Policy has been prepared taking into consideration the following:

- (a) the size, nature and stage of the development of the Company's resource projects (see below for further details);
- (b) obligations under the Corporations Act not to Deal in Company Securities whilst in possession of Inside Information;
- (c) rights of shareholders under the Constitution of the Company to freely trade their shares; and
- (d) contractual and statutory rights embedded in the Securities.

As noted above, the Company's Securities Trading Policy has been prepared to be consistent with the stage of development of the Company. As the Company is in the exploration phase, key Inside Information is likely to be comprised of results from feasibility studies, exploration and corporate activities. Accordingly, the Closed Periods are based around the release of this information, rather than the release of financial reports. This aspect of the Company's Securities Trading Policy may change should the stage of development of the Company change in the future.

All Relevant Persons are required to complete the Form of Acknowledgment in Schedule 5 of this Policy once they have read this Policy and return it to the Company Secretary.

1.2 Breach of policy

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

Insider trading is a serious matter which is a criminal offence. It is punishable by substantial fines or imprisonment or both.

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.

1.3 When a relevant person may deal

Subject to the requirements of this Policy (including Closed Periods), a Relevant Person may deal in Company Securities or Securities of a Transaction Entity if he or she does not have information that he or she knows, or ought reasonably to know, is Inside Information in relation to Company Securities or the Securities of a Transaction Entity.

1.4 When a relevant person may not deal

Subject to clauses 1.5 and 1.6 of this Policy, a Relevant Person may not deal or procure another person to Deal in Company Securities:

- (a) If he or she has not obtained approval from the Approving Officer under clause 1.7 of this Policy;
- (b) if he or she has information that he or she knows, or ought reasonably to know, is Inside Information in relation to Company Securities;
- (c) during a Closed Period;
- (d) if he or she has information that he or she knows, or ought reasonably to know, has not been announced to the market under ASX Listing Rule 3.1A in relation to Company Securities;
- (e) if he or she is involved in speculative dealing; and/or
- (f) he or she is hedging the risk of any fluctuation in value of any unvested entitlement to Company Securities.

A Relevant Person may not Deal or procure another person to Deal in the Securities of a Transaction Entity if he or she has information that he or she knows, or ought reasonably to know, is Inside Information in relation to the Securities of a Transaction Entity.

Relevant Persons are prohibited at all times from Dealing in financial products issued or created over or in respect of the Company's Securities.

Relevant Persons are prohibited at all times from entering into margin lending or similar arrangements in respect to Company Securities they hold or in which they have a Relevant Interest.

1.5 Excluded trading

This Policy does not prohibit Dealing in the Company Securities during a Closed Period as outlined in Schedule 2.

1.6 Exceptional Circumstances

The Approving Officer may give clearance during a Closed Period for a Relevant Person to sell (but not buy) Company Securities in Exceptional Circumstances.

The Approving Officer may not give clearance under the exception in the paragraph above if there is a matter about which there is Inside Information in relation to Company Securities (whether or not the Relevant Person knows about the matter) when the Relevant Person requests clearance or proposes to Deal in Company Securities.

The Relevant Person seeking clearance to Deal in Securities must outline in writing to the Approving Officer the circumstances of their severe financial hardship or as to why their circumstances are otherwise exceptional and that the proposed Dealing in the Securities is the only reasonable course of action available.

The Approving Officer will decide if circumstances are exceptional.

A list of matters that may constitute Exceptional Circumstances is contained in Schedule 3.

1.7 Clearance from the approving officer

At least two Business Days prior to when a Relevant Person intends to Deal in Securities, the Relevant Person must first inform the Approving Officer (and at the same time the Company Secretary), by submitting a completed Securities Trading Request Form (see Schedule 6). If the Relevant Person is not able to fax or email a scanned copy of the Securities Trading Request Form, then the Relevant Person may send an email with the same information in it to the Approving Officer.

The Approving Officer must approve or reject the Securities Trading Request as soon as practicable (generally within two Business Days). The Relevant Person must not Deal in Company Securities until it has received the clearance from the Approving Officer.

Subject to clause 1.6, the Approving Officer may not give clearance if:

- (a) there is a matter about which there is, or may be, Inside Information in relation to Company Securities (whether or not the Relevant Person knows about the matter) when the Relevant Person requests clearance or proposes to deal in Company Securities;

- (b) the Securities Trading Request Form is lodged during a Closed Period;
- (c) the Proposed Dealing is during a Closed Period; and
- (d) the Approving Officer has any other reason to believe that the proposed Dealing breaches this policy.

In making a determination under (a) above about the existence of Inside Information, the Approving Officer should exercise caution and refuse the clearance if there is any possibility that Inside Information may exist.

Irrespective of any clearances given under this Policy, the Relevant Person is not to Deal in Company Securities while in possession of Inside Information.

The Approving Officer must:

- (a) keep a written record of:
 - (i) any information received from a Relevant Person in connection with this policy; and
 - (ii) any clearance given under this Policy, including the duration for which the clearance applies; and
- (b) send a copy of the written record to the Company Secretary for keeping.

The Company Secretary must keep a file of any written record referred to in this paragraph.

For the purposes of this policy, written requests and clearances may include facsimiles and emails and are valid for a period the earlier of:

- (a) 5 Business Days;
- (b) the Business Day before the Company enters a Closed Period; and
- (c) the time that the Relevant Person comes into possession of inside Information.

1.8 Dealings in which a RELEVANT PERSON has a relevant interest

A Relevant Person must prohibit any Dealing in the Company Securities in which the Relevant Person has a Relevant Interest while the Relevant Person is in possession of Inside Information.

1.9 Communicating Inside Information

If a Relevant Person has information that he or she knows, or ought reasonably to know, is Inside Information in relation to Company Securities or the Securities of a Transaction Entity, the Employee must not directly or indirectly communicate that information to another person if he or she knows, or ought reasonably to know, that the other person would or would be likely to:

- (a) Deal in Company Securities or the Securities of a Transaction Entity; or

- (b) procure another person to Deal in Company Securities or the Securities of a Transaction Entity.

Unless otherwise authorised, a Relevant Person must not inform colleagues (except the Approving Officer) about Inside Information or its details.

1.10 Notification of trades in Company securities

Relevant Persons must notify the Company Secretary of any Dealings in Company Securities within two Business Days of such Deal occurring. Initial, ongoing and final notifications will be required which must include the details set out in Schedule 4 to this Securities Trading Policy.

1.11 Speculative Dealing

A Relevant Person must not deal in Company Securities on considerations of a short term nature.

1.12 Distribution of Policy

This policy must be distributed to all Relevant Persons.

1.13 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 Company Securities, should contact the Authorised Officer.

2. Defined Terms

In this Policy:

Approving Officer means:

- (a) for a Relevant Person who is not a Director, the Managing Director;
- (b) for a Director (except the chairman of the board), the chairman of the board; and
- (c) for the chairman of the board, any other two Directors.

ASX means ASX Limited (ABN 98 008 624 691) and where the context permits, the Australian Securities Exchange operated by ASX Limited.

Business Day means any day of the week other than a Saturday, Sunday or public holiday in Perth, Western Australia.

Closed Period means

- (a) during the 10 Business Day period prior to the expected release of results of technical studies, including but not limited to a:
 - (i) scoping study;

- (ii) pre-feasibility study;
 - (iii) feasibility study; or
 - (iv) other detailed technical study; or
- (b) during the 5 day period prior to the expected release of:
- (i) a scheduled announcement containing Inside Information;
 - (ii) exploration results;
 - (iii) production results;
 - (iv) a capital raising (except participation by a KMP in the capital raising itself) by the Company;
 - (v) a target statement for a takeover offer for Company Securities; or
 - (vi) a bidder's statement for the issue of Company Securities.

Company means Grand Gulf Energy Limited (ACN 073 653 175).

Company Securities includes all Securities in the Company or a Group member whether or not listed or traded on the ASX or other financial market in Australia (including financial products issued or created over or in respect of the Company's Securities).

Consultant means any consultant of the Company.

Corporations Act means the Corporations Act 2001.

Deal includes acquiring, disposing of, subscribing for, and Dealing has a corresponding meaning. A decision to join, or subscribe for shares under, any dividend reinvestment plan is not dealing in Company Securities.

Director means a director of the Company.

Employee means any employee of the Company.

Generally available information is information that is:

- (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 (a) or (b).

Group means the Company and each of its controlled entities.

Inside Information means information that is not generally available and that if it were generally available and if it were generally available, a reasonable person would expect it to have a Material Effect on the price or value of the Company's Securities. Inside Information generally includes, but is not limited to:

- (a) material exploration results;
- (b) resource estimates or deposit targets;
- (c) results of technical studies (including, but not limited to, scoping, pre-feasibility and feasibility studies);
- (d) sales and production figures;
- (e) profit and production forecasts;
- (f) material borrowings or material changes to terms of existing borrowings;
- (g) material changes to liquidity and material cashflow information;
- (h) significant changes in operations;
- (i) significant litigation;
- (j) impending mergers, joint ventures, acquisitions, restructures, takeovers;
- (k) major asset purchases or sales; and
- (l) material new products and technology.

Insider Trading in relation to this Policy means if a person has information about securities and the person knows, or ought reasonably to know, that the information is Inside Information, the person is prohibited from:

- (a) Dealing in the securities;
- (b) procuring another person to Deal in the securities; or
- (c) giving 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.

KMP means those persons having authority and responsibility for planning, directing and controlling the activities of the entity, directly or indirectly, including:

- (a) any Director (whether executive or otherwise) of the Company;
- (b) the Managing Director;
- (c) the Chief Financial Officer;

- (d) the Company Secretary of the Company;
- (e) a Vice President;
- (f) country managers; and
- (g) a business unit manager.

For the purposes of this Policy, information is taken to be **Material** or will have a **Material Effect** if the information would, or would be likely to, influence persons who commonly acquire securities in deciding whether or not to acquire or dispose of the Company Securities.

Policy means this securities trading policy of the Company.

Relevant Interest a person has a Relevant Interest in securities if they:

- (a) are the holder of the securities; or
- (b) have power to exercise, or control the exercise of, a right to vote attached to the securities; or
- (c) have power to dispose of, or control the exercise of a power to dispose of, the securities.

Relevant Person means any KMP, employee or consultant of the Company.

Security includes shares, debentures, rights, options, employee options, prescribed interests and warrants and **Securities** has a corresponding meaning.

Transaction Entity means an entity which the Company has business dealings with which is listed on the ASX or any other financial market in Australia.

3. Exclusions from the Securities Trading Policy

Dealing excluded from the operation of the Policy includes:

- (a) transfers of Company Securities already held into a superannuation fund or other saving scheme in which the Relevant Person is a beneficiary;
- (b) transfers of Company Securities where there is no change in beneficial ownership;
- (c) an investment in, or trading in units of, a fund or other scheme (other than a scheme only investing in Company Securities) where the assets of the fund or other scheme are invested at the discretion of a third party;
- (d) where a Relevant Person is a trustee, trading in Company Securities by that trust provided the Relevant Person 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 Person;

- (e) undertakings to accept, or acceptance of, a takeover offer;
- (f) trading under an offer or invitation made to all or most of the security holders, such as, a rights issue, a security purchase plan, a dividend or distribution reinvestment plan and 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 the entitlements;
- (g) the exercise (but not the sale of Company Securities following exercise) of an option or a right 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 the conversion of the Security, falls during a Closed Period;
- (h) trading under a non-discretionary trading plan for which prior written clearance has been provided in accordance with procedures set out in the Policy and where:
 - (i) the Relevant Person did not enter into the plan or amend the plan during a Closed Period;
 - (ii) the trading plan does not permit the Relevant Person to exercise any influence or discretion over how, when, or whether to trade; and
 - (iii) the entity's trading policy does not allow for the cancellation of a trading plan during a prohibited period other than in exceptional circumstances.
- (i) The issue or grant of Company Securities by the Company to a Relevant Person where shareholder approval for the issue of the Company Securities has been obtained and if Inside Information exists, both the Company and the Relevant Person are fully aware of the Inside Information.

4. Exceptional Circumstances

For the purposes of this Policy, Exceptional Circumstances include:

- (a) Severe financial hardship whereby the Relevant Person has a pressing financial commitment that cannot be satisfied otherwise than by selling the relevant Company Securities.

For example, a tax liability of a Relevant Person would not normally constitute severe financial hardship unless the person has no other means of satisfying the liability. A tax liability relating to Company Securities received under an employee incentive scheme would also not normally constitute severe financial hardship or otherwise be considered an Exceptional Circumstance.

- (b) The Relevant Person is required by a court order, or there are court enforceable undertakings, for example, in a bona fide family settlement, to transfer or sell the Company Securities or there is some other overriding legal or regulatory requirement for him or her to do so.
- (c) An unforeseen circumstance that is considered by the Board to be consistent with the objectives of this Policy.

5. Notification requirements

Initial disclosure

- (a) The Relevant Person will provide the following information as at the date of appointment.
 - (i) details of all Company Securities registered in the Relevant Person's name. These details include the number and class of the Company Securities;
 - (ii) details of all Company Securities not registered in the Relevant Person's name but in which the Relevant Person has a Relevant Interest. These details include the number and class of the Company Securities, the name of the registered holder and the circumstances giving rise to the Relevant Interest; and
 - (iii) details of all contracts (other than contracts to which the Company is a party) to which the Relevant Person is a party or under which the Relevant Person is entitled to a benefit, and that confer a right to call for or deliver shares in, debentures of, or interests in a managed investment scheme made available by, the Company or a related body corporate. These details include the number and class of shares, debentures or interests, the name of the registered holder if the shares, debentures or interests have been issued and the nature of the Relevant Person's interest under contract.
- (b) The Relevant Person will provide the required information as soon as reasonably possible after the date of appointment and in any event not later than two business days after the date of appointment.

Ongoing disclosure

- (a) The Relevant Person will provide the following information.
 - (i) details of changes in Company Securities registered in the Relevant Person's name other than changes occurring as a result of corporate actions by the Company. These details include the date of the change, the number and class of the Company Securities held before and after the change, and the nature of the change, for example on-market transfer. The Relevant Person will also provide details of the consideration payable in connection with the change, or if a market consideration is not payable, the value of the Company Securities the subject of the change;
 - (ii) details of changes in Company Securities not registered in the Relevant Person's name but in which the Relevant Person has a Relevant Interest. These details shall include the date of the change,

the number and class of the Company Securities held before and after the change, the name of the registered holder before and after the change, and the circumstances giving rise to the Relevant Interest. The Relevant Person will also provide details of the consideration payable in connection with the change, or if a market consideration is not payable, the value of the Company Securities the subject of the change; and

(iii) details of all changes to contracts (other than contracts to which the Company is a party) to which the KMP is a party or under which the Relevant Person is entitled to a benefit, and that confer a right to call for or deliver shares in, debentures of, or interests in a managed investment scheme made available by, the Company or a related body corporate. These details include the date of the change, the number and class of the shares, debentures or interests to which the interest relates before and after the change, the name of the registered holder of the shares, debentures or interests have been issued, and the nature of the Relevant Person's interests under the contract.

(b) The Relevant Person will provide the required information as soon as reasonably possible after the date of the change and in any event no later than two Business Days after the date of the change.

Final disclosure

(a) The Relevant Person will provide the following information as at the date of ceasing to be a Relevant Person:

(i) details of all Company Securities registered in the Relevant Person's name. These details include the number and class of the securities;

(ii) details of all securities not registered in the Relevant Person's name but in which the Relevant Person has a Relevant Interest. These details include the number and class of the securities, the name of the registered holder and the circumstances giving rise to the Relevant Interest; and

(iii) details of all contracts (other than contracts to which the Company is a party) to which the Relevant Person is a party or under which the Relevant Person is entitled to a benefit, and that confer a right to call for or delivery shares in, debentures of, or interests in a managed investment scheme made available by, the Company or a related body corporate. These details include the number and class of the shares, debentures or interests, the name of the registered holder if the shares debentures or interests have been issued and the nature of the interest under the contract.

(b) The Relevant Person will provide the required information as soon as reasonably possible after the date of ceasing to be a Relevant Person and in any event no later than two Business Days after the date of ceasing to be a Relevant Person.