

Securities trading policy

Johns Lyng Group Limited ACN 620 466 248 (Company)

Securities trading policy

1. Background

- 1.1 The principal insider trading prohibition is section 1043A of the Corporations Act. Subject to limited exceptions, it prohibits a person (insider) who has Inside Information relating to Company Securities or the quoted Securities of another entity from:
- (a) Dealing in relevant Securities;
 - (b) procuring another person to do so; or
 - (c) in relation to quoted securities, communicating, directly or not, Inside Information to someone else when the insider knows, or ought reasonably to know, that the other person would or is likely to:
 - (i) Deal in relevant Securities; or
 - (ii) procure another person to do so.
- 1.2 It does not matter how the insider received the information.
- 1.3 Insider trading is a criminal offence, punishable by substantial fines or imprisonment or both. The Company may also be liable if a Designated Officer or Employee engages in insider trading.
- 1.4 Insider trading may also attract civil penalties. A court may impose substantial pecuniary penalties, and order compensation paid to persons suffering related loss or damage and impose banning orders prohibiting participation in the management of a corporation.

2. Interpretation

Capitalised words and phrases are defined terms. For definitions, see clause 17.

3. Introduction

- 3.1 Securities of the Company will be or are quoted on the ASX.
- 3.2 This policy outlines:
- (a) when Designated Officers, Employees and Associates must not Deal in Company Securities;
 - (b) when Designated Officers, Employees and Associates must not Deal in quoted Securities of another entity; and
 - (c) certain limited exceptions.

4. What is Inside Information?

- (a) Inside Information is information that:
 - (i) is not generally available; and

- (ii) if it were generally available, would, or would be likely to, influence persons who normally invest in securities in deciding whether to acquire or dispose of relevant securities.
- (b) Information is generally available if it:
- (i) is readily observable;
 - (ii) has been made known in a way that is likely to bring it to the attention of persons who normally invest in the relevant type of securities, and reasonable time for the information to be circulated has since passed; or
 - (iii) consists of deductions, conclusions or inferences drawn from information that has been made known in that way or is readily observable.
- (c) Inside Information is also called 'material price-sensitive information'. It need not relate only to the Company. It could also be information about a customer, or supplier of the Company, or a party with whom the Company is discussing future opportunities or negotiating a significant transaction.
- (d) In order to minimise the risk of insider trading, the Company must immediately disclose to the ASX material price-sensitive information not otherwise excluded from disclosure, as set out in the Company's Market Disclosure Policy.
- (e) Material price-sensitive information is Inside Information even if it does not trigger a disclosure obligation under the continuous disclosure regime.

5. What is Dealing in Securities?

5.1 Dealing in Securities includes:

- (a) applying for, acquiring or disposing of, Securities;
- (b) entering into an agreement to do so; and
- (c) granting, accepting, acquiring, disposing, exercising or discharging an option or other right or obligation to acquire or dispose of Securities.

5.2 Dealing in Company Securities can include, but is not limited to:

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

6. When Employees or their Associates must not Deal

- 6.1 An Employee (who is not a Designated Officer) or their Associate must not, in any circumstances, Deal or procure another person to Deal in Company Securities or quoted Securities of another entity if they have Inside Information in relation to Company Securities or Securities relating to that other entity, unless a legal exception applies.
- 6.2 Clause 6.1 does not apply to a sale of Company Securities or quoted Securities of another entity held by an Employee (who is not a Designated Officer) or their Associate under:
- (a) a mortgage or charge of the Company Securities or quoted Securities; or
 - (b) a mortgage, charge, pledge or lien of documents of title to the Company Securities or quoted Securities,
- granted by the Employee or Associate in accordance with this Policy.

7. Exception

An Employee (who is not a Designated Officer) or their Associate may not Deal in Company Securities if they have Inside Information in relation to Company Securities (unless a legal exception applies) and may not deal in quoted Securities of another entity if they have Inside Information in relation to that other entity (unless a legal exception applies).

8. When a Designated Officer or their Associates must not Deal

- 8.1 A Designated Officer or their Associate must not, in any circumstances, Deal or procure another person to Deal in Company Securities if they have Inside Information in relation to Company Securities, unless a legal exception applies.
- 8.2 A Designated Officer or their Associate must not Deal, or procure another person to Deal, in Securities relating to another entity if they have Inside Information in relation to those Securities, unless a legal exception applies.
- 8.3 Clauses 8.1 and 8.2 do not apply to a sale of Company Securities or Securities of another entity held by a Designated Officer or their Associate under:
- (a) a mortgage or charge of the Company Securities or Securities; or
 - (b) a mortgage, charge, pledge or lien of documents of title to the Company Securities or Securities,
- granted by the Designated Officer or Associate in accordance with this Policy.

9. Exceptions

- 9.1 A Designated Officer or their Associate may not Deal or procure another person to Deal in Company Securities if they have Inside Information (unless a legal exception applies) and unless they have complied with clause 9.2.
- 9.2 A Designated Officer or their Associate may Deal in Company Securities only in the following trading windows:
- (a) during the one-month calendar period beginning at the close of trading on the day after

the dates on which:

- (i) the Company announces its half-yearly results to ASX;
- (ii) the Company announces its full year results to ASX;
- (iii) the Company holds its annual general meeting;
- (iv) the Company announces to ASX a material transaction or event which 'cleanses' the market of material price-sensitive information which was otherwise subject to a carve out under Listing Rule 3.1A, including a prospectus, cleansing notice or similar disclosure document or a business/operations update, including an update or confirmation of a financial forecast; and
- (v) any additional periods determined by the Board in its absolute discretion, including as a result of Exceptional Circumstances,

with the potential trading windows under sub-paragraphs (iv) and (v) above expected to be used rarely and only after the Designated Officer has exercised their best endeavours to utilise the trading windows under sub-paragraphs (i) – (iii) above; and

- (b) if they have complied with clause 10.

9.3 The availability of any trading window may be varied, suspended or terminated by the Board at any time.

9.4 Periods other than those designated in or under clause 9.2(a) are Prohibited Periods.

9.5 Clause 9.2 does not apply to Dealing by a Designated Officer or their Associate that involves or results directly from any of the following, provided that the Designated Officer has provided notification in accordance with clause 10:

- (a) Dealing in Company Securities under an offer or invitation made by the Company to all or most of its ordinary shareholders - such as an offer or invitation under a rights issue, bonus issue, share purchase plan, dividend reinvestment plan, 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 acquisition or disposal 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 undertaken by the Company;
- (b) undertaking to accept, or accepting, an offer for Company Securities made under a takeover bid or disposing of Company Securities under a court-approved compromise or arrangement under Part 5.1 of the Corporations Act;
- (c) Dealing in units of or interests in, a fund or other scheme (other than a scheme investing primarily in Company Securities) where the assets of that fund or scheme are invested at a third party's sole discretion;
- (d) where the Designated Officer or their Associate is the trustee of a trust, Dealing in Company Securities by that trust provided that neither the Designated Officer nor any Associate is a beneficiary of the trust and any decision to Deal during a Prohibited Period is taken entirely independently of the Designated Officer or their Associate;
- (e) acquisition or disposal of Company Securities effected by a change in the trustee of a trust;
- (f) accepting an offer to acquire Company Securities, or acquiring Company Securities, under any employee share plan that the Board from time to time determines is a plan to which this clause applies;

- (g) the exercise (including automatic exercise on vesting, but not the acquisition or disposal of Company Securities following exercise) of an option or right under an employee share plan, or the conversion of a convertible security, where the final date for exercise or conversion falls during a Prohibited Period; and the Company has been in an exceptionally long Prohibited Period or has had a number of consecutive Prohibited Periods and exercise or conversion could not reasonably have occurred outside a Prohibited Period;
- (h) the forfeiture, lapse, cancellation or surrender of Company Securities under an employee share plan; or
- (i) an off-market transaction involving the transfer or other acquisition or disposal of Company Securities between a Designated Officer or Associate and any of the following:
 - (i) an Associate of the relevant Designated Officer (or, in the case of an Associate, the Designated Officer);
 - (ii) a company, trust or other entity over which the relevant Designated Officer or Associate of that Designated Officer has control or significant influence (whether alone or jointly with any of their Associates); or
 - (iii) a superannuation fund or other pension or saving scheme in which the relevant Designated Officer or an Associate of that Designated Officer is a beneficiary; or
- (j) a sale of Company Securities held by a Designated Officer or their Associate under:
 - (i) a mortgage or charge of the Company Securities; or
 - (ii) a mortgage, charge, pledge or lien of documents of title to Company Securities,

granted by the Designated Officer or Associate in accordance with this Policy.

9.6 All such Dealing is subject to the overriding insider trading prohibition - that is, a Designated Officer or Associate must not Deal if they possess Inside Information in relation to Company Securities.

9.7 A Designated Officer may Deal in the quoted Securities relating to another entity if they do not have Inside Information in relation to those Securities.

10. Prior written Clearance for Dealing

10.1 If a Designated Officer or their Associate wishes to Deal in Company Securities they must, prior to such Dealing, seek written Clearance.

10.2 In order to seek Clearance to Deal, a Designated Officer or Associate must give at least two trading days' (or such shorter period approved by the Clearance Officer) prior written notice of a proposed Deal and submit a written request to the Designated Officer confirming, among other things, that they do not possess any Inside Information. The Clearance Officer may request such information as considered appropriate in the circumstances. Designated Officers and Associates should be aware that the Clearance Officer may not provide the Clearance to Deal.

10.3 Designated Officers and Associates may only engage in the proposed Dealing if prior written Clearance is given by the Clearance Officer. Any Clearance of the Dealing will be valid for 10 business days from the date it is given.

- 10.4 The Clearance Officer may give a Clearance in Exceptional Circumstances. Exceptional Circumstances may include:
- (a) if a person is required by court order, or enforceable undertaking (e.g. in a bona fide family settlement) to transfer or sell Company Securities or there is another overriding legal requirement to do so; or
 - (b) if a person has a pressing financial commitment that cannot otherwise be satisfied and all reasonable alternatives have been investigated.
- 10.5 A tax liability will not generally constitute a pressing financial commitment unless it fits the definition in clause 10.4.
- 10.6 A Clearance Officer may delegate his or her authority in writing to an appropriate person in the event of illness or absence, provided that person is not a member of the class for which they are the Clearance Officer.
- 10.7 The Clearance Officer has discretion to determine that circumstances other than in clause 10.4 nevertheless warrant Clearance.
- 10.8 Clearance will not be given:
- (a) retrospectively;
 - (b) if there is a matter about which there is Inside Information in relation to Company Securities (regardless of whether the applicant is aware of it) when Clearance is requested; or
 - (c) if there is other reason to believe that the proposed Dealing breaches this policy.
- 10.9 A request for Clearance must:
- (a) be in writing and given by hand or email to the Clearance Officer at least five business days prior to the proposed Dealing in Company Securities;
 - (b) set out the number of Company Securities proposed to be acquired or disposed of, and whether the proposed transaction will be on-market or off-market; and
 - (c) include:
 - (i) if required, sufficient information to demonstrate Exceptional Circumstances and that the proposed acquisition or disposal is the only reasonable course of action available to the applicant; and
 - (ii) a declaration that the applicant does not believe they have any Inside Information.
- A template request is included in Appendix A.
- 10.10 The Clearance Officer must:
- (a) keep a written record of:
 - (i) any information or request received in connection with this policy; and
 - (ii) any Clearance given; and
 - (b) send a copy of that record to the Company Secretary for keeping.
- 10.11 The Company Secretary must keep a file of materials received under clauses 10.1 and 10.7.
- 10.12 A Clearance:
- (a) must be in writing and may be given by hand or emailed;
 - (b) will only be given if the Clearance Officer is satisfied that the applicant does not possess Inside Information and the circumstances are exceptional (as required);

- (c) cannot extend for more than 10 business days (with the effect that the relevant acquisition or disposal must be commenced within that period); and
 - (d) lapses immediately if the applicant begins to possess Inside Information.
- 10.13 A Clearance is not an endorsement. Designated Officers, Employees and Associates remain responsible for their compliance with this policy and the Corporations Act.
- 10.14 Despite any other provision of clause 9 or 10, this clause 10 does not apply to a Dealing in Company Securities comprising a sale of the Company Securities under:
 - (a) a mortgage or charge of the Company Securities; or
 - (b) a mortgage, charge, pledge or lien of documents of title to the Company Securities, granted by the Designated Officer or their Associate in accordance with this Policy.

11. Dealings by an Associate

- 11.1 If a Designated Officer must not Deal in Company Securities, they must prevent such Dealing by their Associates.
- 11.2 A Designated Officer must:
 - (a) inform any Associate of the periods during which the Designated Officer must not Deal in Company Securities;
 - (b) inform any Associate that they must not Deal in Company Securities on a speculative basis; and
 - (c) request any Associate to inform the Designated Officer immediately after Dealing in Company Securities.
- 11.3 A Designated Officer does not have to comply with clauses 11.1 and 11.2 to the extent that compliance would breach their obligation of confidence to the Group.

12. Communicating Inside Information

- 12.1 A Designated Officer, Employee or Associate must not directly or indirectly communicate Inside Information in relation to Company Securities or quoted Securities relating to another entity, if they know, or ought reasonably to know, that the other person would be likely to:
 - (a) Deal in relevant Securities; or
 - (b) procure another person to so Deal.
- 12.2 The provisions of clause 12 do not limit, and are additional to, other duties of confidentiality.

13. Notice of change in director's interest

- 13.1 If a Designated Officer is a director, they must ensure that an Appendix 3Y Change of Directors' Interest Notice is completed and provided to the Company Secretary within two business days after the completion of any Dealing in Company Securities or the Securities of a related body corporate.
- 13.2 The Company Secretary must provide the Appendix 3Y notice to ASX within five business days after the transaction's commencement.

14. Speculative Dealing

- 14.1 A Designated Officer must not Deal in Company Securities on considerations of a Short-Term Nature.

15. Derivatives

- 15.1 The Company may grant securities, options or performance rights to its Employees as part of their remuneration entitlements. These grants will usually be subject to the satisfaction of performance or time-based hurdles before they vest in the Employee or Designated Officer. The use of Derivatives over unvested Company Securities may allow value to be realised from those Securities even if performance hurdles have not been met. This would break the intended connection between staff performance and shareholder best interests. Additionally, the hedging of remuneration by key management personnel of the Group is prohibited by Part 2D.7 of the Corporations Act.
- 15.2 Accordingly, Employees and Designated Officers are not permitted to use Derivatives in relation to any unvested Company Securities in any way.
- 15.3 Employees and Designated Officers may use Derivatives in relation to vested Company Securities, provided any Dealing complies with the balance of this policy.

16. Margin loans

- 16.1 Margin loans to support an investment in Company Securities can compromise compliance with this policy, as the loan's terms may compel the disposal of Company Securities during a Prohibited Period or when the Employee or Designated Officer has relevant Inside Information.
- 16.2 Subject to prior approval by the Chairperson of the board, Employees, Designated Officers or their Associates may enter into margin loan arrangements to fund the acquisition of Company Securities up to a maximum of 10% of the value of the aggregate of the Company Securities they are seeking to acquire in accordance with the margin loan arrangements and the value of the Company Securities they hold immediately prior to that acquisition.
- 16.3 Any Employee, Designated Officer or their Associate who enters into a margin loan or other financing arrangements over Company Securities:
- (a) should ensure that they have sufficient available cash or other acceptable collateral to meet margin calls, including during a period of extreme sudden market downturn;
 - (b) must on each anniversary of the approval provided under clause 16.2, disclose their margin loan or other financing arrangement to the Clearance Officer; and
 - (c) must inform the Clearance Officer immediately if the following circumstances apply;
 - (i) circumstances have arisen in which the relevant financier is entitled or is likely to become entitled to exercise a right under the margin loan or other financing arrangement to demand payment; and
 - (ii) the Employee, Designated Officer or their Associate expects that the demand will not be able to be satisfied without the disposal of Company Securities and if so, the number of the Company Securities likely to be disposed.

17. Defined terms

ASIC means the Australian Securities and Investments Commission.

Associate means someone that a Designated Officer or Employee can be regarded as having investment control or influence over, including:

- (a) a family member (including a child);
- (b) a nominee of the person (including an investment manager or adviser managing funds on the person's behalf);
- (c) a trust of which the person, or any family member, or any family-controlled company is the trustee or a beneficiary (including through the exercise of a discretion);
- (d) a person in partnership with the person or a connected person mentioned above; and
- (e) a body corporate that the person controls.

ASX means ASX Limited or the financial market operated by it, as the context requires.

Board means the directors of the Company from time-to-time, acting as a board.

Business Partner means a business partner and / or a holder of an interest in a controlled entity.

Clearance means permission given to a Designated Officer, Employee, or Associate to acquire or dispose of Company Securities in circumstances otherwise prohibited by this policy.

Clearance Officer means:

- (a) for an Employee, the Company Secretary;
- (b) for a Designated Officer who is an executive director (other than the Chief Executive Officer of the Company), executive general manager or key management personnel, the Chief Executive Officer of the Company and the Chairperson of the Board;
- (c) for a Designated Officer who is the Chief Executive Officer of the Company or a non-executive director (except the Chairperson of the Board), the Chairperson of the Board;
- (d) for the General Counsel or Company Secretary, the Chairperson of the Board;
- (e) for the Chairperson of the Board, the Chairperson of the Audit Committee; and
- (f) for an Associate, the Clearance Officer of their Principal.

Company means Johns Lyng Group Limited ACN 620 466 248.

Company Secretary means the company secretary of the Company.

Company Securities include Securities and Derivatives of the Company.

Corporations Act means Corporations Act 2001 (Cth).

Dealing has the meaning given in clause 5, and Deal has a corresponding meaning.

Derivatives has the meaning given in the Corporations Act and includes the following if they relate to or derive their value from Company Securities: put or call options, forward contracts, futures, warrants, depositary receipts, structured financial products, swaps, contracts for difference, spread bets, caps and collars, and any other hedging or investment arrangement.

Designated Officer means any director of the Company and each other person with authority and responsibility, whether direct or not, for the planning, direction and control of the Company's activities (i.e. key management personnel and executive general managers).

Employee includes, in addition to any Group employee, any contractor or consultant whose terms of engagement incorporate this policy, and any Business Partner.

Exceptional Circumstances has the meaning given in clause 10.4.

Group means the Company and each of its controlled entities, including trusts.

Inside Information has the meaning given in clause 4.

Prohibited Periods has the meaning given in clause 9.

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

Short-Term Nature means any acquisition or disposal of Company Securities where both transactions occur within a period of six months or less.

18. Breach

A breach of this policy is serious and may lead to disciplinary action, up to and including dismissal.

19. Assistance and additional information

Anyone who has information that they consider might be Inside Information and is unsure whether they can Deal in Company Securities or Securities of another quoted entity should contact their Clearance Officer for assistance and additional information.

20. Distribution

This policy must be distributed to all Employees and Designated Officers.

21. Amendment

21.1 Amendments to this policy not of a purely administrative nature must be approved by the Board.

21.2 Amendments to this policy that relate to:

- (a) Prohibited Periods;
- (b) exclusions from its operation;
- (c) Exceptional Circumstances in which Dealing may be permitted during a Prohibited Period; or
- (d) are otherwise material,

must be given to ASX by the Company Secretary for release to the market.

22. Approved and adopted

22.1 This policy was approved and adopted by the Board on 28 September 2017.

22.2 An updated version of this policy was approved and adopted by the Board on 6 June 2018.

- 22.3 A further updated version of this policy was approved and adopted by the Board on 2 December 2021.
- 22.4 A further updated version of this policy was approved and adopted by the Board on 14 February 2023.

Appendix A

Request for Clearance

[insert date]

[insert clearance office name]

Johns Lyng Group Limited

[insert postal address]

DEALING OF COMPANY SECURITIES

In accordance with Johns Lyng Group Limited's securities trading policy clause 10, I give notice to you that I am proposing to Deal with Company Securities in the following manner:

- buy Company Securities / sell Company Securities
- transfer Company Securities vested under an equity incentive plan to me
- transfer Company Securities to a related party (e.g. family company, trust or superannuation fund)
- exercise options over Company Securities
- utilise derivatives and enter into a hedging transaction

The number of securities that I propose to Deal with is **[insert number of shares]**

The transaction will be carried out **[on market / off market]**

I confirm that I have no Inside Information and will comply with the balance of Johns Lyng Group Limited's securities trading policy in relation to my Dealing.

I agree to notify the Company Secretary of the results of this action for the purposes of disclosure in the annual report or to ASX.

I **[attach / set out]** the following information required under clause 10.9 (c) of the Company's securities trading policy

[employee / director to set out relevant information or summarise relevant information attached]

Please confirm that I am Cleared to Deal in Company Securities.

.....

[Select one – Designated Officer / Employee / Associate]

Date:

I confirm that subject to you not gaining any Inside Information you are authorised to Deal in Company Securities within a 10 business day window starting on _____ and ending on _____ as outlined above.

Clearance Officer Date: