



**Saferoads Holdings Limited**  
**ACN 116 668 538**  
**SECURITIES TRADING POLICY**

<b>Date of original Policy:</b>	<b>31/10/2005</b>
<b>Revision 1:</b>	<b>21/12/2010</b>
<b>Revision 2:</b>	<b>22/10/2013</b>
<b>Revision 3:</b>	<b>24/02/2015</b>
<b>Revision 4: :</b>	<b>01/06/2026</b>

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## 1 PURPOSE OF POLICY

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- 1.1 The purpose of this Securities Trading Policy (**Policy**) is to:
- (a) ensure Saferoads Holdings Limited (**SRH** or **Company**) meets its obligations under the ASX Listing Rules (**Listing Rules**);
  - (b) maintain investor confidence in the integrity of the Company's internal controls; and
  - (c) provide guidance to the Directors, Key Management Personnel (**KMP**), employees and contractors of the Company to avoid breaches of insider trading laws.
- 1.2 A breach of this Policy will be regarded as serious misconduct which may lead to disciplinary action, up to and including dismissal.
- 1.3 Whilst KMP are encouraged to hold SRH securities, they should note they often hold, or are perceived to hold, Inside Information. This policy seeks to mitigate against the risks of non-compliance with insider trading laws and the ramifications to the KMP personally and SRH more generally, if they trade, or procure someone to trade, in SRH securities whilst holding such Inside Information.
- 1.4 It is noted that under ASX Listing Rules, any material changes to this policy requires a copy of the amended policy to be lodged with the ASX company announcement office within 5 business days of the material amendments taking effect.

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## 2 SCOPE OF POLICY

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- 2.1 This Policy is separate from and additional to the legal constraints imposed by the common law, the *Corporations Act 2001* (Cth) (**Corporations Act**) and the Listing Rules.
- 2.2 ASX Listing Rule 12.9 requires listed entities to adopt a trading policy regulating trading in their securities by KMP during prohibited periods. It mandates that the policy complies with minimum content requirements under Rule 12.12.
- 2.3 This Policy applies to all Directors, KMP and employees of the Company and their spouses, children and related private entities, as well as contractors, consultants, advisers and auditors of the Company (**Restricted Persons**).
- 2.4 Subject to this Policy and to the restrictions below, Restricted Persons are permitted to deal in Company securities throughout the year.
- 2.5 Ultimately it is the responsibility of each person to ensure that none of his or her Dealings could constitute insider trading under section 1043A of the Corporations Act.
- 2.6 This Policy does not apply to Excluded Trading, however clause 4 of this Policy and the insider trading laws continue to apply to Excluded Trading.

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## 3 DEFINITIONS

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- 3.1 For the purposes of this Policy:
- (a) **ASX** means the Australian Securities Exchange.
  - (b) **Board** means the board of Directors of the Company and its controlled entities.
  - (c) **Closed Period** means a fixed period specified by the Company when, unless Excluding Trading conditions are satisfied, Restricted Persons are not to trade in the Company's securities.
  - (d) **Deal or Dealing** includes (without limitation):

- (i) applying for, acquiring or disposing of Securities;
  - (ii) granting, accepting, acquiring, disposing, exercising or discharging an option or other right or obligation to acquire or dispose of Securities;
  - (iii) entering, terminating, assigning or novating any securities lending agreement;
  - (iv) using a security or otherwise granting a charge, lien or other encumbrance over Securities;
  - (v) any transaction, including a transfer for nil consideration, or the exercise of any power or discretion affecting a change in ownership of a beneficial interest in Securities;
  - (vi) any other right, obligation or agreement, present or future, conditional or unconditional, in respect of clauses 3(c)(i) to 3(c)(v); and
  - (vii) procuring another person to do any of clauses 3(c)(i) to 3(c)(v).
- (e) **Disclosure Officer** means the Chairman of the Board, or in the absence of the Chairman of the Board, the Company Secretary.
- (f) **Excluded Trading** means:
- (i) Dealings in Company Securities that do not result in a change to the beneficial interest of the Securities (e.g. Dealings between beneficially owned accounts such as superannuation funds);
  - (ii) Dealings in a fund or other scheme (other than a scheme only investing in Company Securities) where the assets are invested at the discretion of a third party (e.g. a managed fund);
  - (iii) Dealings by a trust, where the Restricted Person is not a beneficiary of the trust and any decision to Deal is taken independent of the Restricted Person;
  - (iv) acceptance of, or an undertaking to accept, a takeover offer;
  - (v) Dealings under an offer made to all or most of the Company's security holders, and which has been approved by the Board (e.g. a rights issue, security purchase plan, dividend reinvestment plan or equal access buy-back);
  - (vi) a requirement under a court order or court enforceable undertaking; or
  - (vii) the exercise (but not the sale of Company Securities following exercise) of an option, performance right or a right under an employee incentive scheme, or the conversion of a convertible security.
- (g) **Generally Available** means:
- (i) readily observable;
  - (ii) made known in a manner that would, or would be likely to, bring it to the attention of people who commonly invest in the Company's Securities or Securities of a kind similar to the Company's Securities, and a reasonable period has elapsed to allow the information to be disseminated; or
  - (iii) able to be deduced, concluded or inferred from information referred to in clause 3.1(f)(i) or 3.1(f)(ii).
- (h) **Inside Information** is information that is not Generally Available and which a

reasonable person would expect to have a material effect on the price or value of Company Securities, and includes (without limitation):

- (i) prospective financial information;
  - (ii) unpublished announcements;
  - (iii) proposed changes in capital structure, including share issues, rights issues and the redemption of securities;
  - (iv) impending mergers, acquisitions, reconstructions, takeovers, etc.;
  - (v) significant litigation and disputes;
  - (vi) significant changes in operations or proposed changes in the general character or nature of the business of the Company or its subsidiaries;
  - (vii) cashflow information;
  - (viii) management restructuring or Board changes;
  - (ix) an entity proposing to buy, or a security holder proposing to sell, a substantial number of Company securities;
  - (x) industry issues that may have a material impact on the Company;
  - (xi) decisions on significant issues affecting the Company by regulatory bodies in Australia or other relevant country;
  - (xii) allegations of any breach of the law or other regulatory requirements by the Company;
  - (xiii) major or material purchases or sales of assets;
  - (xiv) proposed or new significant contracts;
  - (xv) a proposed dividend or change in dividend policy;
  - (xvi) an event which could have a material impact (either positively or negatively) on production or profits (for example, disconnection or shut-in of production, a significant safety or environmental incident);
  - (xvii) any information required to be disclosed to ASX under its continuous disclosure rules; and
  - (xviii) any possible claim against the Company or other unexpected liability.
- (i) **Key Management Personnel or KMP** means persons having authority and responsibility for planning, directing and controlling the activities of the Company, directly or indirectly, including any Director (whether executive or otherwise) of the Company, as defined in the Accounting Standard AASB 124 *Related Party Disclosure* and Listing Rule 19.12.
  - (j) **Restricted Persons** means Directors, Key Management Personnel and employees of the Company and their spouses, children and related private entities, as well as contractors, consultants, advisers and auditors of the Company.
  - (k) **Securities** include (without limitation) shares, options, performance rights, derivatives or any other tradable financial product.
  - (l) **Trading Window** means:
    - (i) the four week period commencing on the next trading day after the

- announcement of the Company's preliminary final annual results to ASX;
  - (ii) the four week period commencing on the next trading day after the announcement of the Company's half year results to ASX;
  - (iii) the four week period commencing on the next trading day after the Company's Annual General Meeting; or
  - (iv) any other period that the Company specifies from time to time.
- (m) **Written Clearance** means permission given to a Restricted Person to Deal in Company Securities.

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#### 4 PROHIBITION ON INSIDER TRADING

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- 4.1 Restricted Persons must not, under any circumstances, Deal or procure another person to Deal in the Securities of the Company or any other entity if they are in possession of Inside Information regarding the Company or the relevant other entity.
- 4.2 A Restricted Person must not communicate Inside Information about the Company to a person who may deal in Company Securities.
- 4.3 Breaches of insider trading laws have serious consequences for both the Restricted Person concerned and the Company.
- 4.4 A person who commits a breach of the insider trading provisions could be subject to criminal liability (substantial fines or imprisonment or both may be imposed) or civil liability (substantial fines may be imposed) under Australian law.
- 4.5 A person who contravenes or is involved in a contravention of these provisions may also be liable to compensate any person who suffers loss or damage resulting from the conduct. In addition, an actual or suspected breach of insider trading laws may also give rise to adverse public scrutiny and media comment.

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#### 5 DEALINGS BY RESTRICTED PERSONS

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- 5.1 A Restricted Person may only Deal in Company Securities:
- (a) within a Trading Window, if the Restricted Person has obtained Written Clearance from the Disclosure Officer in accordance with clause 6 of this Policy; or
  - (b) outside a Trading Window, if the Restricted Person has obtained Written Clearance from the Disclosure Officer in accordance with clause 6 of this Policy and an exceptional circumstance exists under clause 7 of this Policy.
- 5.2 The Company reserves the right to impose ad-hoc trading restrictions and exercise this right without hesitation.
- 5.3 Clause 4 of this Policy and the insider trading laws continue to apply both within and outside the Trading Windows.
- 5.4 All other periods are considered Closed Periods for the purposes of this policy.

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#### 6 WRITTEN CLEARANCE

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- 6.1 The Disclosure Officer may give Written Clearance in respect of a proposed Dealing by a Restricted Person if:
- (a) the Restricted Person has provided the Disclosure Officer with a completed application in the form of the template in **Annexure A**, at least 3 business days prior to the proposed Dealing; and

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- (b) if after notifying the Board, in the reasonable opinion of the Disclosure Officer:
- (i) there is no matter which constitutes Inside Information in relation to the proposed Dealing;
  - (ii) there is no reason to believe that the proposed Dealing will breach this Policy; and
  - (iii) if applicable, an exceptional circumstance exists under clause 7 of this Policy.
- 6.2 Written Clearance may be provided in any written form, including email.
- 6.3 Where Written Clearance is given, the proposed Dealing must be commenced by the Restricted Person within 5 business days of receiving the Written Clearance.
- 6.4 The Disclosure Officer must:
- (a) keep a written record of:
    - (i) any information or request received in connection with this Policy; and
    - (ii) any Written Clearance given;
  - (b) send a copy of that record to the Company Secretary for retention in the Company's records.
- 6.5 The Company reserves the right to give, refuse or withdraw a clearance to trade without giving any reasons.
- 6.6 The Company's decision to refuse a clearance to trade is final and binding.
- 6.7 All information regarding an application for Written Clearance must be kept confidential.
- 6.8 The Chairman of the Board must obtain Written Clearance from the Board via the Company Secretary in respect of a proposed Dealing by the Chairman of the Board.
- 6.9 Written Clearance does not negate a Restricted Person's obligations under clause 4 of this Policy and insider trading laws.

## **7 EXCEPTIONAL CIRCUMSTANCES**

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- 7.1 Exceptional Circumstances may include:
- (a) a financial hardship that cannot otherwise be relieved, after all reasonable alternatives have been investigated;
  - (b) a requirement by court order, or enforceable undertaking to transfer or sell Company Securities; or
  - (c) other exceptional circumstances as determined by the Disclosure Officer or otherwise approved by the Board.

## **8 DEALING BY ASSOCIATED PERSONS**

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- 8.1 If a Restricted Person is prohibited from Dealing under this Policy, that person must use their best endeavours to prohibit any Dealing by:
- (a) any related party (including family members, nominee companies and family trusts); or
  - (b) any investment manager on their behalf or on behalf of a related party.

## **9 PROHIBITION ON HEDGING AND DERIVATIVE TRADING**

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- 9.1 Participants in any Company share, option, performance rights or other plan are prohibited from Dealing in derivatives, hedging or other similar arrangements in relation to Securities that:
- (a) have not vested;
  - (b) have not been released to the participant; or
  - (c) have vested but are subject to trading restrictions.

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**10 PROHIBITION ON SHORT-TERM TRADING**

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- 10.1 Restricted Persons must not engage in short-term trading of Company Securities.
- 10.2 For the purposes of this section, short-term trading means any purchase and sale of Company Securities where both transactions occur within a period of six months or less.

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**11 PROHIBITION ON SHORT SELLING**

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- 11.1 Restricted Persons must not engage in short selling of Company Securities.
- 11.2 For the purposes of this section, short selling has the same meaning as in section 1020B of the Corporations Act.

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**12 PROHIBITION ON MARGIN LOANS**

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- 12.1 Restricted Persons are prohibited from entering into margin loan arrangements to fund the acquisition of Company Securities or in relation to which Company Securities may be used as security against loan repayment.

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**13 NOTIFICATION BY DIRECTORS**

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- 13.1 A Director must notify the Company Secretary immediately if there is any change in the Director's relevant interest in Securities of the Company or a related body corporate of the Company, so that the Company Secretary can make the necessary notifications to ASX within 5 business days as required by the Listing Rules and Corporations Act.

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**14 QUESTIONS AND FURTHER INFORMATION**

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- 14.1 If you have any questions or require further information on how to comply with this Policy, please contact the Disclosure Officer.

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**15 AMENDMENTS**

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- 15.1 This Policy may be amended from time to time by resolution of the Board.

Date: 1 June 2026

Signed:



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Chairperson of the Board of Directors of Saferoads Holdings Limited

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**Annexure A: Application for Written Acknowledgement Prior to Dealing in the Securities of Saferoads Holdings Limited, its Subsidiaries and Related Companies**


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**Name:** .....(BLOCK CAPITALS)

**Securities as indicated below:**

Company Name (if not SRH)

:

Class Of Securities

(e.g, Ordinary Shares)

Registered in the Name of:

(See Note 1)

Nature of Interest:

(See Note 2)

Nature of Transaction:

(See Note 3)

As far as I am aware, I am not in possession of any unpublished price-sensitive information in relation to Saferoads Holdings Limited, its subsidiaries and related companies. If this should change before the deal is transacted I undertake not to proceed.

Please provide acknowledgement by counter-signing and returning a duplicate of this form.

Signed: ..... Date: .....

Permission given on the basis that the transaction is completed by no later than close of business on:

.....

Signed: ..... Date: .....

Notes:

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|--------------------------------------|---|
| 1. <b>Registered in the Name of:</b> | Give full name and if not yourself state the connection to yourself |
| 2. <b>Nature of Interest:</b>        | Specify precisely, e.g, personally, joint holding or as trustee     |
| 3. <b>Nature of Transaction:</b>     | Specify precisely, e.g, sale of shares                              |

For further guidance on the application of this policy refer to ASX Guidance Note 27

**Office Use Only**

ASX Appendix 3X, Y or Z applicable? If yes, relevant appendix must be lodged within 5 business days of the trade.

Substantial Holder Notice requirements triggered? If yes, must be lodged within 2 business days by the party undertaking the trade

This form is to be retained on file by the Company Secretary