

# Security Dealing Policy

## 1. Introduction

1.1 The ordinary shares of Austco Healthcare Limited or the Company are listed on the Australian Securities Exchange.

1.2 Directors, officers, employees, contractors and consultants of listed companies may receive or possess, or be perceived to have received or possessed, Inside Information concerning a company that is not generally available to investors and that may have a material effect on the price or value of a company's securities. This Policy has been developed by the Austco Group to ensure its directors, officers, employees, contractors and consultants (**Austco Healthcare Personnel**):

- understand the insider trading laws and how they relate to the Austco Healthcare Personnel and the Austco Group; and
- do not trade in the Company's Securities or the Securities of other companies with which the Austco Healthcare Group may be in business (including customers, suppliers, contractors and other business partners) in a way that breaches the law or compromises the confidence of Austco Healthcare's investors.

1.3 Austco Healthcare Personnel have a legal obligation not to engage in insider trading or market manipulation and not to use information acquired in their position with the Austco Healthcare Group to gain an improper advantage for themselves or anyone else.

1.4 This Policy applies to all Austco Healthcare Personnel that possess or may come into contact with market sensitive information and all Austco Healthcare Personnel have a personal responsibility to ensure they comply with the law and this Policy.

1.5 This Policy was adopted by the Board of Austco Healthcare Limited on 23 June 2020.

## 2. Definitions

2.1 For the purposes of this Policy:

- ASX** means ASX Limited or the Australian Securities Exchange, as the context requires.

- b. **Austco** means Austco Communication Systems Pty Ltd (ACN 009 195 984).
- c. **Austco Healthcare** means Austco Healthcare Limited (ACN 108 208 760) (ASX:AHC).
- d. **Austco Healthcare Limited Group** includes Austco Healthcare, Austco or its subsidiaries and its related bodies corporate, and an **Austco Healthcare Group Company** means any one of them.
- e. **Austco Healthcare Limited Securities** means Securities in Austco Healthcare and any structured financial product, swap, futures contract, option, warrant, or other derivative over Securities in Austco Healthcare, whether issued by Austco Healthcare or a third party.
- f. **Austco Healthcare Personnel** includes all directors, officers, full-time, part-time and casual employees, consultants, contractors of, and persons seconded to, an Austco Healthcare Group Company.
- g. **Board** means the Company's board of Directors.
- h. **Closed Periods** has the meaning given in clause 1.
- i. **Connected Persons** of Austco Healthcare Personnel include spouses, domestic partners, children, step children, immediate family members, companies and businesses in which Austco Healthcare Personnel hold a controlling interest and/or are a director or senior executive, and trustees where Austco Healthcare Personnel are beneficiaries.
- j. **Corporations Act** means the Corporations Act 2001(Cth) as amended from time to time.
- k. **Exceptional Circumstances** has the meaning given in clause 1.
- l. **Inside Information** means information that is not generally available and which, if it was generally available, a reasonable person would expect it to have a material effect on the price or value of a company's Securities. Inside Information may come from the entity itself or someone other than the entity.
- m. **Open Periods** means those periods that are not Closed Periods.
- n. **Other Securities** means the Securities of another company to which Inside Information possessed by an Austco Healthcare Personnel relates.
- o. **Policy** means this securities dealing policy.
- p. **Restricted Persons** means all Directors, members of the Executive Committee of an Austco Healthcare Group company and their direct reports, and any other person that the Company determines is a Restricted Person from time to time.
- q. **Security** or **Securities** includes shares, options, rights, debentures, interests in a managed investment scheme, derivatives and other financial products covered by section 1042A of the Corporations Act.
- r. **Trade** or **Trading** includes subscribing for, buying, selling or otherwise transferring the beneficial or legal interest in a Security, or the entry into an agreement to do any of the above things.
- s. **Trading Clearance Request** means a request for trading clearance in respect of Austco Healthcare Securities in the form provided at Annexure A.
- t. **Trading Day** means a day determined by ASX to be a trading date and notified to market participants from time to time.

### 3. Insider Trading Prohibition

### **3.1 Prohibition**

The Corporations Act prohibits 'insider trading' and, in accordance with this prohibition, all Austco Healthcare Limited Personnel who are in possession of Inside Information are prohibited from:

- i. Trading in Austco Healthcare Limited Securities or Other Securities, or entering into an agreement to do so;
- ii. advising, procuring, permitting, encouraging or inducing another person, including a Connected Person, to Trade in Austco Healthcare Limited Securities or Other Securities, or enter into an agreement to do so; or
- iii. directly or indirectly disclosing or communicating Inside Information to any other person, including a Connected Person, if the Restricted Person knows, or ought reasonably to know, that the person may use the Inside Information to engage in activities described in paragraphs (i) and (ii)

### **3.2 Inside Information**

Information will likely have a material effect on the price or value of Austco Healthcare Limited Securities if the information would, or would be likely to, influence persons who commonly invest in Securities in a decision whether to Trade in Austco Healthcare Limited Securities or Other Securities. This includes, but is not limited to:

- i. financial results and financial reports;
- ii. profit forecasts;
- iii. earnings or guidance updates;
- iv. proposed issued of securities;
- v. borrowings;
- vi. impending mergers, acquisitions, reconstructions and takeovers;
- vii. significant litigation;
- viii. significant changes in operations;
- ix. dividend policy and declarations; and
- x. information relating to joint venture partners, subsidiaries or associates of the Austco Healthcare Group.

## **4. Restrictions on Trading**

4.1 In addition to the insider trading prohibitions for Austco Healthcare Limited Personnel who are in possession of Inside Information, given the heightened risk of actual or perceived insider trading, Austco Healthcare Limited Personnel must not Trade, or procure another person to Trade, in Austco Healthcare Limited Securities during the following periods:

- a. from 1 January to three (3) Trading Days after Austco Healthcare's half year Appendix 4D or equivalent results are announced to the ASX;
- b. from 1 July to three (3) Trading Days after Austco Healthcare's full year Appendix 4E annual report is announced to the ASX;

- c. from the date of Austco Healthcare's Annual General Meeting to three (3) Trading Days after the conclusion of Austco Healthcare's Annual General Meeting; and
- d. any other period designated as a Closed Period by the Board, including in relation to an announcement of market sensitive information to the ASX, and advised to Austco Healthcare Limited Personnel from time to time, each a Closed Period.

4.2 No orders to Trade in Austco Healthcare Limited Securities may be placed with a broker or other person during a Closed Period and all orders placed prior to the commencement of a Closed Period must be cancelled if not executed prior to the commencement of the Closed Period.

4.3 Each Closed Period represents a minimum requirement, and all Austco Healthcare Limited Personnel must not Trade, or procure another person to Trade, in Austco Healthcare Limited Securities whether or not a Closed Period is in operation if to do so would breach the insider trading prohibition.

## **5. Trading Clearance**

### **5.1 Requirement for Trading Clearance**

- a. Prior approval to Trade in Austco Healthcare Limited Securities:
  - i. during an Open Period for Restricted Persons; or
  - ii. during a Closed Period for any Austco Healthcare Limited Personnel in Exceptional Circumstances, must be sought from:
  - iii. in respect of all Austco Healthcare Limited Personnel other than directors or members of the executive committee, the Chairman of the Board or Company Secretary;
  - iv. in respect of the Board and Company Secretary, the Chairman of the Board; and
  - v. in respect of the Chairman of the Board, the chairman of the Remuneration Committee and any one other director.

### **5.2 Process for Requesting Trading Clearance**

- a. Restricted Persons must request clearance to trade in Austco Healthcare Limited Securities by sending a Trading Clearance Request to the Chairman of the Board or Company Secretary.
- b. Restricted Persons must not Trade in Austco Healthcare Limited Securities until they receive written confirmation from the Board or Company Secretary that their Trading Clearance Request has been approved. Clearance for trading in Austco Healthcare Limited Securities is only valid for the trading activity detailed in the Trading Clearance Request and will lapse 10 Trading Days after the date the clearance is granted.
- c. If the clearance lapses, and the Restricted Person still wishes to Trade in Austco Healthcare Limited Securities, they must submit a new Trading

Clearance Request.

- d. The Austco Healthcare Limited Company Secretary will respond to Trading Clearance Requests to trade in Austco Healthcare Limited Securities within three (3) Trading Days of receipt of the request.

### **5.3 Requirement to Notify Details of Trading**

a. Austco Healthcare Limited Personnel must notify the Austco Healthcare Limited Company Secretary of the details of any trading in Austco Healthcare Limited Securities arising from the request submitted under clause 2 no later than three (3) Trading Days after the date of the Trade, including the following information:

- a. confirmation of the type of trade;
- b. name of the Austco Healthcare Limited Personnel or Connected Person;
- c. date of the transaction;
- d. number of Austco Healthcare Limited Securities traded; and
- e. consideration paid.

b. If the Austco Healthcare Limited Personnel does not Trade in Austco Healthcare Limited Securities, the Austco Healthcare Limited Personnel must notify the Company Secretary that no dealing has been completed by no later than seven (7) Trading Days after the approval was granted.

### **5.4 Investment Responsibility**

- a. Austco Healthcare Limited may, in its absolute discretion, grant or refuse clearance to Trade and a clearance to Trade may be withdrawn by Austco Healthcare Limited if new information comes to light or there is a change in circumstances prior to the Austco Healthcare Limited Personnel effecting the Trade.
- b. Written confirmation of clearance to Trade in Austco Healthcare Securities is not an endorsement of the proposed Trade or confirmation that the Austco Healthcare Limited Personnel does not possess Inside Information. Austco Healthcare Limited Personnel remain responsible for their own Trading decisions and compliance with the law and this Policy.
- c. If clearance to Trade is refused, that decision is binding on the Austco Healthcare Limited Personnel seeking clearance and the Austco Healthcare Limited Personnel must keep confidential and not disclose the decision to anyone.

## **6. Other Trading Restrictions**

### **6.1 Restricted Trading Activity**

The following restrictions on trading activity apply to Restricted Persons:

- a. (Trading in Derivatives) this Policy applies to transactions in derivative markets and trading involving derivative products (including warrants,

- exchange traded options, over-the-counter options and contracts for differences) issued over or in respect of Austco Healthcare Limited Securities;
- b. (Short-term Trading) Restricted Persons must not engage in short-term or speculative trading in Austco Healthcare Securities or derivatives issued over or in respect of Austco Healthcare Limited Securities, including purchasing and selling the same Austco Healthcare Limited Securities within a one-month period;
  - c. (Short Selling) Restricted Persons must not enter into any arrangements for short selling Austco Healthcare Limited Securities;
  - d. (Hedging Transactions) Restricted Persons must not enter into any arrangements that would have the effect of limiting their risk exposure relating to Austco Healthcare Limited Securities, including vested Austco Healthcare Limited Securities or unvested entitlements to Austco Healthcare Limited Securities under Austco Healthcare Limited employee incentive schemes;
  - e. (Margin Lending) Restricted Persons must not enter into any margin lending or other security arrangements in respect of Austco Healthcare Limited Securities; and
  - f. (Trading by Connected Persons) Restricted Persons must take reasonable steps, including notifying their Connected Persons of Closed Periods, to prevent any Connected Persons from trading in Austco Healthcare Limited Securities in any way that is prohibited under this Policy.

## **7. Unrestricted Trading**

### **7.1 Permitted Trading Activity**

Subject to insider trading provisions, Austco Healthcare Limited Personnel and Restricted Persons may Trade in Austco Healthcare Limited Securities otherwise restricted under clause 4 of this Policy in the following circumstances:

- a. transfers of Austco Healthcare Limited Securities where there is no change in the person's underlying beneficial interest in the Securities;
- b. under an offer or invitation made to all or most of the security holders in Austco Healthcare Limited, such as a rights issue, a security purchase plan, a dividend or distribution reinvestment plan (provided the Austco Healthcare Limited Personnel or Restricted Person does not commence or amend their participation in the plan during a Closed Period) or an equal access buy-back, where the timing and structure of the offer has been approved by the Board;
- c. investment in, or trading in units of, a fund or other scheme (other than a scheme only investing in Austco Healthcare Limited Securities) where the assets of the fund or scheme are invested at the discretion of a third party;
- d. acceptance of a takeover offer or scheme of arrangement;
- e. disposal of Austco Healthcare Limited Securities that is a result of a secured lender exercising their rights;
- f. exercise of an option, right or other Security under an Austco Healthcare Limited employee incentive scheme;
- g. election to participate in, and the acquisition of Austco Healthcare

- Limited Securities under, an employee share plan approved by the Austco Healthcare Limited Board where such Austco Healthcare Limited Securities are purchased by the trustee of an Austco Healthcare Limited Personnel's employee share trust; or
- h. disposal of Austco Healthcare Limited Securities under a pre-determined divestment plan where the plan cannot be cancelled during a Closed Period (other than in Exceptional Circumstances) and:
    - i. the Austco Healthcare Limited Personnel entered into the plan outside a Closed Period;
    - ii. the Austco Healthcare Limited Personnel have not amended the plan during a Closed Period; and
    - iii. the plan does not permit the Austco Healthcare Limited Personnel to exercise any discretion over how, when and whether to dispose of Securities.

## **7.2 Application of Closed Periods**

The Closed Periods contained in clause 4 do not apply to:

- a. offers made to Austco Healthcare Limited Personnel to participate in Austco Healthcare Limited short and long term incentive plans and share plans (together, "Plans");
- b. acceptance by Austco Healthcare Limited Personnel of offers referred to in this clause 7;
- c. the purchase of Austco Healthcare Limited Securities by the trustee of any of the Plans; and
- d. transfers of unrestricted Austco Healthcare Limited Securities from the trustee of any of the Plans to Austco Healthcare Limited Personnel, although offers, acceptance periods, purchases and transfers relating to the Plans should, wherever possible, occur outside of Closed Periods.

## **8. Exceptional Circumstances**

### **8.1 Disposal in Exceptional Circumstances**

- a. Austco Healthcare Limited recognises that in exceptional circumstances Austco Healthcare Limited Personnel may need to dispose of Austco Healthcare Limited Securities during a Closed Period and Austco Healthcare Limited may grant an exemption to the prohibition on Trading in Austco Healthcare Limited Securities during a Closed Period to Austco Healthcare Limited Personnel who:
  - i. are experiencing severe financial hardship;
  - ii. are experiencing exceptional personal circumstances; or
  - iii. to give effect to a court order, court enforceable undertaking or other legal or regulatory requirement, and the Austco Healthcare Personnel does not possess Inside Information.



b. Austco Healthcare Limited Personnel can be considered for relief under this clause if, in the opinion of the person exercising the discretion, the proposed disposal of Austco Healthcare Limited Securities is the only reasonable course of action to overcome the above circumstances (**Exceptional Circumstances**).

## **8.2 Approval for Trading**

- a. Whether or not to grant approval in respect of Exceptional Circumstances will be determined:
  - i. in respect of all Austco Healthcare Limited Personnel other than directors or members of the executive committee, by the Chairman of the Board or Company Secretary;
  - ii. in respect of the Board and Company Secretary, by the Chairman of the Board; and
  - iii. in respect of the Chairman of the Board, by the chairman of the Remuneration Committee and any one other director.
- d. If the Austco Healthcare Limited Personnel's Exceptional Circumstances are approved, the Austco Healthcare Limited Personnel must follow the process and rules outlined in clauses 2 and 5.3 of this Policy to obtain trading clearance within six (6) Trading Days.

## **9. Other Restricted Transactions**

### **9.1 Dealing in Other Securities**

- a. The prohibition on insider trading extends to Austco Healthcare Limited Personnel's trading in Other Securities. If any Austco Healthcare Limited Personnel possesses Inside Information in relation to another company (e.g. as a result of working on a particular transaction or project involving another company), the Austco Healthcare Limited Personnel must not Trade or deal in Austco Healthcare Limited Securities or Other Securities in relation to that other company.
- b. Closed Periods do not apply to Other Securities, however Austco Healthcare Limited Personnel must follow the process and rules outlined in clauses 2 and 5.3 to obtain trading clearance.

### **9.2 Dealings by Connected Persons**

- a. If any Austco Healthcare Limited Personnel are prohibited from Trading in Austco Healthcare Limited Securities under this Policy, the Austco Healthcare Limited Personnel must, so far as is possible and consistent with their duties of confidentiality to Austco Healthcare Limited, procure that any Connected Person of the relevant Austco Healthcare Limited Personnel does not Trade in Austco Healthcare Limited Securities during such prohibition.

## **10. Contravention of this Policy and Insider Trading Laws**

### **10.1 Austco Healthcare Limited (formerly Azure Healthcare) Policy**



- a. Compliance with this Policy is a condition of all Austco Healthcare Limited Personnel's employment or engagement with the Austco Healthcare Limited Group, and Austco Healthcare Limited considers contravention of this Policy to be a serious matter that may result in disciplinary action and/or termination of employment or engagement by the Austco Healthcare Limited Group.
- b. Austco Healthcare Personnel must report any contravention of this Policy to the Company Secretary, who will report the contravention to the Austco Healthcare Limited Board for review.

## **10.2 Insider Trading**

- a. Contravention of insider trading laws bring serious consequences, including criminal penalties (including up to 15 years imprisonment) and significant civil penalties, for both individual Austco Healthcare Limited Personnel and for the Company.
- b. A person who contravenes, or is involved in a contravention of, insider trading laws may be liable to compensate any person who suffers loss or damage as a result of such conduct and directors who are found to have contravened insider trading provisions will be automatically disqualified for 5 years, in addition to the penalties that may be imposed as detailed in clause 2(a).
- c. Additionally, directors and employees are prohibited from using information acquired in their capacity as director or employee of Austco Healthcare Limited to gain an improper advantage for themselves or someone else.

## **11. Training, Compliance and Review**

### **11.1 Training and Compliance**

- a. This Policy is available to all Austco Healthcare Limited Personnel on the Austco Healthcare Limited intranet and a copy of this Policy is provided to Austco Healthcare Limited Personnel on a regular basis.
- b. Austco Healthcare Limited Personnel are required to sign an undertaking upon commencement of their employment or engagement with Austco Healthcare Limited to ensure they are aware of and understand their obligations and responsibilities under this Policy.
- c. Austco Healthcare Limited Personnel who are unsure as to the nature of the information that they possess and whether, under this Policy, they may deal with Austco Healthcare Limited Securities, should contact the Company Secretary or Chairman, as appropriate.

### **11.2 Review**

- a. Austco Healthcare Limited intends to review this Policy every two (2) years to ensure compliance with the Corporations Act, the ASX Listing Rules and corporate governance best practice.
- b. Notwithstanding clause 2(a), the Company Secretary will monitor applicable law and, if required, recommend any changes to this Policy from time to time.

## Annexure A – Trading Clearance Request

Forward to the Company Secretary prior to acquisition or disposal

Terms used in this form are as defined in the Securities Dealing Policy (**Policy**).

NAME OF EMPLOYEE

EMPLOYEE NO. or POSITION (as applicable)



CONTACT NO.

LOCATION



**1. Trading Clearance Request** (to be completed for all approval requests for Trading in Securities)

I, the abovenamed employee, request permission to trade in the following securities, which are held, or proposed to be held, by me personally or by my related parties:

SECURITIES <sup>1</sup>	NO. OF SECURITIES	TRADING ACTIVITY <sup>2</sup>
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<sup>1</sup> Include Other Securities (see clause **Error! Reference source not found.** of the Policy).

<sup>2</sup> Detail the nature of the proposed Trading activity, being an acquisition, disposal, exercise (including whether the resultant Securities are to be held or sold), or any other proposed dealing, and whether the trade is on-market or off-market.

**2. Exceptional circumstances** (only complete for proposed dealings in Securities during a Closed Period in accordance with clause **Error! Reference source not found.** of the Policy)

I, the abovenamed employee, request permission to trade during a Closed Period on the grounds of severe financial hardship or other exceptional circumstances as described below:

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**3. Acknowledgement** (to be completed prior to all dealings)

In submitting this request to deal in the indicated securities in the manner above, I, the abovenamed employee, acknowledge that:

- (a) I have read and understood the AHC Security Dealing Policy;
- (b) I am personally responsible for any decision to Trade;
- (c) I am not in possession of any price-sensitive information or Inside Information regarding the Securities.
- (d) I will not engage in short selling of the Securities, obtain margin loans using the Securities (either solely or as part of a portfolio) as security for loans or enter into any other secured financing arrangements in respect of Securities.
- (e) I may be refused permission to deal in securities without explanation and will keep information of the decision to refuse the request confidential.
- (f) I will not deal in the above securities until approval is given.
- (g) If approval is given, I will be entitled to trade for a period of ten (10) Trading Days, after such time I acknowledge the approval will lapse and a further approval will be required.

Signature of Employee \_\_\_\_\_

Date \_\_\_\_\_

**4. Approval** (to be completed by the relevant authorised signatory in accordance with clause 5.2 and clause 8.2 of the Policy)

AUTHORISED TO DEAL												
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	DATE	<input type="checkbox"/>	<input type="checkbox"/>	/	<input type="checkbox"/>	<input type="checkbox"/>	/	<input type="checkbox"/>	<input type="checkbox"/>

AUTHORISED SIGNATORY	
<b>NAME</b>	<b>SIGNATURE</b>

**5. Confirmation** (to be completed and returned to the Company Secretary)

I, the abovenamed employee, confirm that following the approval of my Trading Clearance Request, the relevant Trade has completed and provide the following details of that Trade:

<b>NATURE OF TRANSACTION</b>	_____
<b>NAME OF EMPLOYEE OR RELATED PARTY</b>	_____
<b>DATE OF TRANSACTION</b>	_____
<b>CONSIDERATION<sup>3</sup></b>	_____
<b>NUMBER OF SECURITIES<sup>3</sup></b>	_____

<sup>3</sup> Sections only required in respect of Directors and Senior Management

I, the abovenamed employee, acknowledge that the confirmation of the approved Trading activity is required to be provided to the Company, either:

- (a) once any dealing is completed, within three (3) Trading Days; or
- (b) where no dealing occurs, no later than seven (7) Trading Days after the approval to deal was granted.

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_