

# Securities Trading Policy

## 1.0 Purpose and Scope

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- 1.1** Eureka Group Holdings Limited (**Eureka, EGH or Company**) is a public company admitted to the official list of the Australian Securities Exchange (**ASX**).
- 1.2** EGH expects all Employees to act with integrity and transparency at all times as outlined in Eureka's Code of Conduct. In particular, with reference to this Policy, care must be exercised when trading in EGH securities as Eureka Employees are more likely to have access to confidential or inside information which could appear to give them an advantage over other market participants trading in Company Securities.
- 1.3** This Securities Trading Policy (**Policy**) sets out the Company's policy on dealings by directors, officers, employees and contractors and agents of the Company and each of its subsidiary companies (collectively, **Employees**) in:
- (a) securities of the Company (**Company Securities**); and
  - (b) securities of other entities.
- 1.4** Under Australian law by virtue of the *Corporations Act 2001* (Cth) (**Corporations Act**) and the common law, the insider trading laws operate to prohibit people in possession of non-public price sensitive information (**Inside Information**) from dealing in Company Securities or passing on the information to other people who may deal in Securities.
- 1.5** EGH expects all Employees to act with integrity and transparency at all times as outlined in Eureka's Code of Conduct. In particular, with reference to this Policy, care must be exercised when trading in EGH securities as Eureka Employees are more likely to have access to confidential or inside information which could appear to give them an advantage over other market participants trading in Company Securities.
- 1.6** Given the restrictions imposed by law, this Policy is relevant and applicable to the Company's:
- (a) Employees; and
  - (b) "**Associates**" of Employees, including but not limited to:
    - (i) spouse, de facto partner or any children residing with the Employee; and

- (ii) companies, trusts, self-managed and other super funds and entities which are controlled by the Employee or their spouse, de factor partner or any children residing with the Employee.

**1.7** This Policy also imposes additional restrictions (described below) on:

- (c) all directors and officers of the Company, including the Chief Executive Officer (**CEO**), Chief Financial Officer (**CFO**) and Company Secretary (**Secretary**);
- (d) all direct reports to the CEO (**Senior Executives**);
- (e) their Associates; and
- (f) other persons identified by the Company from time to time,

(together, **Restricted Persons**).

**1.8** The Policy is designed to assist in the prevention of breaches of the insider trading provisions of the Corporations Act. Ultimately, however, it is the responsibility of the Employee and their Associates to ensure compliance with the law and this Policy when trading in Company Securities.

**1.9** If an Employee does not understand any part of this Policy, the summary of the law, or how it applies to them, they should raise the matter with the Company's CFO or Company Secretary before dealing with any Securities covered by this Policy.

## **2.0 Meaning of Securities**

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**2.1** For the purposes of this Policy '**Securities**' means shares, debentures, options to subscribe for new shares and options over existing shares, warrant contracts and other derivatives relating to shares.

## **3.0 Insider Trading Laws**

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### **Prohibition**

**3.1** If an Employee has any Inside Information about the Company (or another relevant entity, such as a company with which the Company is considering a transaction) which is not publicly known, it is a criminal offence for the Employee to:

- (a) trade in Company Securities (or Securities of the other relevant entity);
- (b) advise or procure another person or entity to trade in the Company Securities (or Securities of the other relevant entity); or

- (c) pass on (directly or indirectly) Inside Information to someone else (including colleagues, family or friends) knowing (or where you should have reasonably known) that the other person will, or is likely to, use that information to trade in, or procure someone else to trade in, the Company Securities (or Securities of the other relevant entity).

## Consequences of Insider Trading

**3.2** If an Employee has engaged in Insider Trading, they may be subject to, among other things:

- (a) criminal liability, including significant fines and/or imprisonment;
- (b) a civil penalty;
- (c) civil liability, which may include being sued for any loss suffered as a result of illegal trading; and
- (d) disciplinary action, including termination of employment, contract or office.

## Inside Information

**3.3** “**Inside Information**” is information that:

- (a) is not ‘generally available’ to the public; and
- (b) if it were generally available to the public, a reasonable person would expect it to have a material effect on the price or value of Company Securities, or on a decision to buy or sell Company Securities.

**3.4** Information is ‘generally available’ to the public if:

- (a) it consists of readily available information in the public arena, such as a court judgment, a media release or a detailed news story (this does not include information made public through bad faith, breach of confidentiality, or inadvertent disclosure); or
- (b) it has been brought to the attention of investors and the ASX through an announcement to the ASX and a reasonable period has elapsed.

**3.5** Examples of Inside Information which has not been made generally available to the public includes, but is not limited to:

- (a) proposed changes in the capital structure, capital returns and buy backs of Company Securities;
- (b) information relating to the Company's financial performance and results;
- (c) material acquisitions, sale of assets, divestments or realisation of assets;

- (d) proposed dividends, other distribution(s) or changes in dividend policy as well as share issues;
- (e) changes to the Board of Directors, CEO, CFO or Senior Executives;
- (f) possible events which could have a material impact on profits (negatively or positively) for example, the loss or gaining of a major customer or material contract;
- (g) a material legal claim against the Company or other unexpected liability;
- (h) proposed changes in the nature of the business of the Company; and
- (i) notification to the ASX of a substantial shareholding;
- (j) any information required to be announced to the market pursuant to the Company's continuous disclosure obligations in accordance with ASX Listing Rule 3.1; and
- (k) matters of supposition that are not sufficiently definite to warrant being made known to the public in accordance with the Company's continuous disclosure obligations.

**3.6** The financial impact of the information is important, but strategic and other implications can be equally important in determining whether information is Inside Information. The definition of information is broad enough to include rumours, matters of supposition, intentions of a person (including the Company) and information which is insufficiently definite to warrant disclosure to the public.

**3.7** An Employee need not be an "insider" to come across Inside Information. That is, it does not matter how you come to know of the Inside Information (for example, you could learn it in the course of carrying out your responsibilities or in passing in the corridor or in a lift or at a work function).

### **Insider Trading is Prohibited at all Times**

**3.8** If an Employee possess Inside Information, they must not buy or sell Company Securities, advise or get others to do so, or pass on the Inside Information to others. This prohibition applies regardless of how an Employee learns of, or comes across, the information.

**3.9** The prohibition on insider trading applies not only to information concerning Company Securities. If a person has Inside Information in relation to Securities of another company, that person must not deal in those Securities.

**3.10** The insider trading prohibitions apply even when a trade falls within an exclusion to the restrictions on trading set out in this Policy if it is undertaken by, or procured by, someone in possession of Inside Information at the time of the trade.

## 4.0 Confidential Information

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- 4.1** Related to the above, Employees also have a duty of confidentiality to the Company.
- 4.2** An Employee must not reveal any confidential information concerning the Company, use that information in any way which may injure or cause loss or detriment to the Company, or use that confidential information to gain an advantage or benefit for the Employee, an Associate of the Employee or a third-party.

## 5.0 Trading Restrictions Imposed by this Policy

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### Additional Restrictions

- 5.1** Additional restrictions (described below) on trading in Company Securities apply to Restricted Persons (as defined above). The additional restrictions in this Policy do not prohibit Restricted Persons from acquiring Company Securities under a Company dividend reinvestment plan or an employee share plan, if either plan exists (however, the additional restrictions will apply to any subsequent trading of the Company Securities acquired under those plans).

### Reasons for Additional Restrictions

- 5.2** Restricted Persons are in positions where it may be assumed that they may come into possession of Inside Information and, as a result, any trading by Restricted Persons may embarrass or reflect badly on them or on the Company (even if a Restricted Person has no actual Inside Information at the time). This Policy is designed to avoid the possibility that misconceptions, misunderstandings or suspicions might arise due to trading by Restricted Persons in Company Securities.

### Blackout Periods

- 5.3** Restricted Persons must not deal in the Company's Securities during any of the following blackout periods:
- (a) between 15 June and 10:00 am (Sydney time) on the next trading day following the announcement of the Company's full year results to the ASX;
  - (b) between 15 December and 10:00 am (Sydney time) on the next trading day following the announcement of the Company's half-yearly results to the ASX;
  - (c) the 14 days immediately prior to the intended date upon which the Company holds a Shareholders meeting, until 24 hours after the Company holds the Shareholders meeting and releases the results of that meeting to the ASX; and
  - (d) any other period that the Company specifies from time to time as applying to any particular Company Securities held by a Restricted Person.

## No Speculative Short-term Trading

- 5.4** Restricted Persons must not trade in the Company's Securities on a short-term basis (within a 30-day period) or for speculative trading gain.

## Exceptional Circumstances

- 5.5** If a Restricted Person needs to deal in the Company's Securities due to exceptional circumstances, but such dealing would breach this Policy, the Restricted Person must apply to the person specified in section 6 of this Policy for a waiver from compliance with the provisions of this Policy.
- 5.6** Exceptional circumstances includes:
- (a) severe financial hardship and the proposed sale or transfer of their Company Securities is the only reasonable course of action to overcome those circumstances;
  - (b) compulsion by a court order; and
  - (c) any other circumstances that are deemed exceptional by the person described in section 6 and the proposed sale or transfer of their Company Securities is the only reasonable course of action to overcome those circumstances
- 5.7** The Restricted Person seeking a waiver under this section must apply in writing to the person specified in section 6 setting out the circumstances of the proposed dealing (including an explanation as to the severe financial hardship or circumstances that are otherwise exceptional) and the reason the waiver is requested. A waiver will only be granted if the Restricted Person's application is accompanied by sufficient evidence (in the opinion of the person specified in section 6) that the dealing of the relevant Company Securities is the most reasonable course of action available in the circumstances.
- 5.8** If a waiver is granted, the Restricted Person will be notified in writing (which may include notification via email) and in each circumstance the duration of the waiver to deal in Securities will be 2 trading days.
- 5.9** Unless otherwise specified in the notice, any dealing permitted under this section must comply with the other sections of this Policy (to the extent applicable).
- 5.10** The insider trading prohibitions apply even when a trade falls within this section, if it is undertaken by, or procured by, someone in possession of inside information at the time of the trade.

## Permitted Dealings

- 5.11** Where prohibition sections of this Policy do not apply, Restricted Persons are permitted to trade the Company Securities subject to the notification and approval requirements set out below.

- 5.12** If a Restricted Person proposes to deal in the Company's Securities at any time outside the Blackout Periods, the Restricted Person must first (at least 3 business days before the proposed dealing):
- (a) provide prior written notice of their intention to deal in Company Securities by completing and submitting an Application Form (in the form of Attachment 1) to the applicable person noted in section 6;
  - (b) obtain prior written clearance to deal in the Company's Securities from the applicable person noted in section 6 by completing and submitting an Application Form (in the form of Attachment 1); and
  - (c) provide confirmation to the applicable person noted in section 6 that they are not in possession of any inside information,
- 5.13** The proposed dealing must not be entered into until written clearance has been given by the applicable nominated person in section 6. Approval will not be given after the trading has occurred.
- 5.14** Any approval to trade can be given, withdrawn or refused by the Company in its discretion without giving any reasons. A decision to refuse approval is final and binding on the person seeking the approval. If approval to trade Company Securities is refused, the person seeking the approval must keep that information confidential and not disclose it to anyone.
- 5.15** Any approval to trade under this Policy is not an endorsement from the Company and the person doing the trade is individually responsible for their investment decisions and their compliance with insider trading laws.
- 5.16** If granted, trading consent is only valid for a period of 5 business days after notification of approval.
- 5.17** Trading consent is automatically deemed to be withdrawn if the person becomes aware of inside information prior to trading.
- 5.18** The insider trading prohibitions apply even when a trade is permitted under this section if it is undertaken by, or procured by, someone in possession of inside information at the time of the trade.

### Requirements after Trading

- 5.19** Once a Restricted Person has completed a trade in the Company Securities, the relevant person described in section 6 and the Company Secretary, must be:
- (a) advised that the trade has been completed; and
  - (b) in the case of Directors, provided with sufficient information to enable the Company to comply with its ASX reporting obligations (including date, price, volume and whether the change occurred during a Blackout Period and if so, whether written clearance was provided). This information must be provided to ASX as soon as reasonably practicable and in any event no later than 3 business days after the date of the change.

## No Hedging

- 5.20** A Restricted Person must not, without prior written approval by the relevant person specified in section 6, engage in hedging arrangements, deal in derivatives or enter into other arrangements which vary economic risk related to Company Securities including, for example, dealing in warrants, equity swaps, put and call options, contracts for difference and other contracts intended to secure a profit or avoid a loss based on fluctuations in the price of the Company's Securities.
- 5.21** This provision includes engaging in hedging or other arrangements that would have the effect of limiting the economic risk in connection with Company Securities including Securities which are unvested, subject to a holding lock or issued pursuant to an equity-based remuneration scheme.

## Margin Lending

- 5.22** Restricted Persons must not take out margin loans over their holdings in the Company unless they have first obtained prior written consent from the applicable person noted in section 6.
- 5.23** Restricted Persons must ensure they have sufficient available cash or collateral to meet any margin calls in relation to any approved margin loans, including in periods of volatility.

## Exemptions to Trading Restrictions

- 5.24** The following types of dealing are excluded from the operation of this Policy and may be undertaken at any time (subject to complying with the insider trading prohibitions outlined in this Policy):
- (a) **transfers to related entities** - transfers of Company Securities between a Restricted Person and an Associate to the Restricted Person or by a Restricted Person to their superannuation fund, in respect of which prior written clearance has been provided in accordance with the procedures set out in this Policy;
  - (b) **employee share and option plans** – a Restricted Person acquiring Company Securities or exercising an option or right under a Company employee incentive scheme subject to the terms of the relevant employee incentive scheme. However, the additional restrictions in this Policy will apply to any subsequent trade of Company Securities issued to (or for the benefit of) a Restricted Person on the exercise of options granted under an employee share or option plan;
  - (c) **employee share plan trust** – the sale of Company Securities (held by or on behalf of a Restricted Person) by a trustee under an employee share plan trust for the purpose of satisfying a Restricted Person's withholding tax liability in relation to Company Securities;
  - (d) **dividend reinvestment plan** – a Restricted Person acquiring Company Securities under any Company dividend reinvestment plan (if any). However, the additional restrictions under this Policy will apply to any subsequent trading of Company Securities acquired under a dividend reinvestment plan;



- (e) **rights offers, share purchase plans and buy-backs** (or other pro-rata/generalised offers) – trading under an offer or invitation made to all or most of the security holders, such as a rights issue, a security plan purchase and an equal access buy-back, where the plan that determines the timing and structure of the offer has been approved by Board. This includes decisions relating to whether or not to take up the entitlements and the sale of entitlements required to provide for the take up of the balance of entitlements under a renounceable pro rata issue;
- (f) **takeover offer, scheme of arrangement** – a disposal of Company Securities arising from the acceptance of a takeover or scheme of arrangement in accordance with the Corporations Act;
- (g) **third party discretion** – 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;
- (h) **trading plan** – an acquisition or disposal of securities under a pre-determined investment or divestment plan for which prior written clearance has been provided in accordance with the procedures set out in this Policy and where:
  - (i) the Restricted Person did not enter into or amend the plan during a prohibited period; and
  - (ii) the plan does not permit the Restricted Person to exercise any discretion over how, when or whether to acquire or dispose of securities;
- (i) **disposal under margin lending arrangement** – an involuntary disposal of securities that results from a margin lender or financier exercising its rights under a margin lending or other secured financing arrangement that has previously been approved in accordance with this Policy; and
- (j) **other** - any other permitted dealings as approved by the Board from time to time and notified to Restricted Persons.

## 6.0 Consents, Waivers and Notifications

- 6.1** Where this Policy requires a notification to occur, or consent, or waiver to be obtained (unless the context requires otherwise) the table below sets out whom each Restricted Person must notify or seek approval from:

Restricted Person	Consent/Approval	Notification
Chair of the Board	Chair of the Audit, Risk & Sustainability Committee	Chair of the Audit, Risk & Sustainability Committee and Company Secretary

Other Directors, CEO and CFO	Chair of the Board	Chair of the Board and Company Secretary
Senior Executives and other persons identified by the Company from time to time	CEO	CEO and Company Secretary

## 7.0 Reporting a Breach of this Policy

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- 7.1** Strict compliance with this Policy is a condition of employment or engagement by the Company.
- 7.2** Breaches of this Policy will be regarded as serious misconduct and may lead to disciplinary action, which may include termination of employment, contract, office or engagement by the Company.
- 7.3** All Employees of the Company and its subsidiaries are responsible for complying with this Policy and reporting any actual or potential breaches.
- 7.4** Actual or potential breaches of this Policy must be reported to:
- (a) in relation to Employees, the Company's CFO and the Company Secretary;
  - (b) in relation to the CEO and CFO, the Chair of the Board and the Company Secretary;
  - (c) in relation to the Company Secretary, the CEO and the Chair of the Board;
  - (d) in relation to a director, the CEO, the Chair of the Board and the Company Secretary; or
  - (e) in relation to the Chair of the Board, the Chair of the Audit, Risk & Sustainability Committee (**ARSC**) and the Company Secretary.
- 7.5** The Board, with advice and assistance from the ARSC, is responsible for monitoring compliance with this Policy.

## 8.0 Communication

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- 8.1** This Policy will be:
- (a) communicated and promoted at all levels of the Company's business;
  - (b) provided to all new Employees; and
  - (c) disclosed on the Company's website and on the ASX platform for reference by external stakeholders.
- 8.2** At the commencement of appointment or employment, all Employees (unless exempted by the CEO) are required to complete an online learning module which includes information about their obligations under this Policy.
- 8.3** The CFO, in collaboration with the Head of People, Culture & Safety is responsible for ensuring that this Policy is communicated in accordance with paragraphs 8.1 and 8.2 above.

## 9.0 Revisions of this Policy

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- 9.1** This Policy must be reviewed at least annually by the ARSC.
- 9.2** This Policy, and any amendments to it, must be approved by the Board, and preferably on the recommendation of the ARSC.

## 10.0 Revision history

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V.	Change description	Owned by	Approved by	Approval date
1.0	Initial version	Company Secretary	Board	04.06.2025

## Attachment 1 – Application Form for Dealing in Company Securities (EGH)

<b>Applicant Name</b>	  
<b>Date</b>	____ / ____ / 20____
<b>Type of Trade</b>	<b>[Buy / Sell]</b>
<b>Quantity</b>	
<b>On Market / Off Market</b>	The transaction will be conducted <b>[on market / off market]</b>
<b>Blackout Periods</b>	<p>The Company prohibits trading in its securities during the following Blackout Periods:</p> <ul style="list-style-type: none"> <li>(a) between 15 June and 10:00 am (Sydney time) on the next trading day following the announcement of the Company's full year results to the ASX;</li> <li>(b) between 15 December and 10:00 am (Sydney time) on the next trading day following the announcement of the Company's half-yearly results to the ASX;</li> <li>(c) the 14 days immediately prior to the intended date upon which the Company holds a Shareholders meeting, until 24 hours after the Company holds the Shareholders meeting and releases the results of that meeting to the ASX; and</li> <li>(d) any other period that the Company specifies from time to time as applying to any particular Company Securities held by a Restricted Person.</li> </ul> <p>Please confirm that you are seeking approval to trade outside of the Blackout Periods as set out above:</p> <p><b>[Confirmed / Not Confirmed]</b></p>
<b>Inside Information</b>	<p>Are you in possession of any "inside information" as that term is defined in the Company's Securities Trading Policy?</p> <p><b>[Yes / No]</b></p>

<b>Acknowledgement by Applicant</b>	<p>Please sign below to acknowledge your agreement with the following, pursuant to the Company's Securities Trading Policy:</p> <ul style="list-style-type: none"> <li>• I am aware of, have read and understood the Company's Securities Trading Policy.</li> <li>• I am not in possession of any "inside information" as that term is defined in the Company's Securities Trading Policy.</li> <li>• The trading in securities does not contravene the Company's Securities Trading Policy.</li> <li>• I am not involved in any speculative trading in the Company's securities.</li> <li>• I understand that dealing in securities when I have "inside information" is against the law despite any approval or waiver granted to me by the Company.</li> <li>• I acknowledge that it is my responsibility to ensure that I, my spouse and any associates or related parties are not in possession of "inside information" at the time of dealing, and I confirm that I will not transact if I, my spouse or associates or related parties obtain "inside information" between the time of submitting this application and dealing in securities.</li> <li>• I acknowledge that approval of my Application may be refused at the discretion of the Company and its authorised person as detailed in the Company's Securities Trading Policy.</li> <li>• I hereby declare that the information I have provided in this Application is true and correct.</li> </ul> <p>Note: for the purpose of this Application Form, the term "inside information" has the meaning given to it in the Company's Securities Trading Policy.</p>
<b>Signature of Applicant</b>	<hr/>
<b>For use by the Company only:</b>	
<b>Authorisation</b>	<p>This Application is:      <b>[Approved / Rejected]</b></p> <p>subject to the trade being conducted by: ____ / ____ / 20____ (date)</p>

<p>Signature of Approver</p>	<p>Please sign below to acknowledge that you agree with the following:</p> <ul style="list-style-type: none"> <li>• Having checked, it is not a Blackout Period, and I am not aware that any announcement to ASX is planned or otherwise reasonably anticipated to be made in the near future.</li> <li>• I am not aware of any reason approval should be refused.</li> </ul> <p>_____/_____/20____ (date)</p> <p>Signature of Approver</p>
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