



# SHARE TRADING POLICY

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## 1. PURPOSE OF DOCUMENT

The purpose of this document is to detail the policy and procedures for the sale and purchase of Shares in EnegeX Limited (“Company”) by its directors, executives and employees, all of whom are defined as “Employees”.

## 2. INTRODUCTION

Directors, executives and employees are encouraged to be acquirers and long-term holders of the Company’s Shares. However, it is important that care is taken in the timing of any acquisition or sale of such Shares.

The purpose of this Policy is to:

- 2.1. explain the type of conduct in relation to dealing in Shares that is prohibited by the Company and under relevant law;
- 2.2. establish a policy and procedure for buying, selling or otherwise acquiring Shares and prevent the misuse of unpublished information which could have a material effect on the price or value of Shares;
- 2.3. ensure that the reputation of each of the Company, and Directors, Executives and Employees of the Company is not adversely affected by unfounded allegations of insider trading and to ensure that each Director, Executive or Employee is fully informed of restrictions on trading imposed on them under the Act.

A breach of this Policy by a person may result in disciplinary action or termination of any office, employment or engagement of that person by the Company.

This Policy summarises provisions of the law and is only a general guide. This Policy does not constitute legal advice. If any Director, Executive or Employee of the Company does not understand this Policy or how this Policy may apply to him or her, that person should communicate with the Company Secretary, or seek further advice, or both.

## 3. DEFINITIONS

For the purposes of this Policy.

“**act**” means the Corporations Act 2001 (Cwth). “Associate” has the meaning set out in the Act.

“ASX” means ASX Limited.

“Board” means the board of directors of Company. “Chairman” means the chairman of the Board.

“**company**” includes EnegeX Limited (ABN 28 160 818 986) and each controlled entity of the Company.

“**company Secretary**” means the secretary of the Company. “**contractor**”

includes consultant.

**“designated Person”** means the Chairman, except where the Employee is the Chairman, in which case the Designated Person shall comprise each of the other directors of the Company during any period where the Company has only three directors and, during any period where the Company has more than three directors, shall comprise all those directors or such two of them acting jointly as the Board shall resolve shall be the Designated Person.

**“director”** means a director of the Company, whether executive or non-executive.

**“employee”** includes each director, executive, employee of or contractor to the Company and, in addition, includes any employee of any contractor to the Company engaged in the provision to the Company of the services provided to the Company by that contractor. Unless repugnant to the context in which it appears, a reference to an Employee shall include a reference to that person and each of that person’s Associates within the meaning of the Act.

**“executive”** means each person who holds a position which makes that person an “officer” of the Company, as that term is defined in the Act.

**“generally available information”** means information concerning the Company:

- which can be easily observed; or
- which has been made known in a manner that would, or would be likely to, bring it to the attention of persons who commonly invest in the Shares such as by being released to the ASX, published in an annual report or disclosure document, or by otherwise being made available to the investing public in a readily accessible form; or
- which may be deduced, inferred or concluded from any of the above and where a reasonable time has elapsed since the information was released, published or otherwise communicated to the investing public. Without prejudice to what may be a “reasonable time” in general, a reasonable time will, for the purpose of this Policy, be a minimum of 24 hours.

**“information”** has its ordinary meaning, of “something told; knowledge; items of knowledge; news” (see the Concise Oxford Dictionary), and under section 1042A of the Act specifically includes:

- matters of supposition and other matters that are insufficiently definite to warrant being made known to the public, and
- matters relating to the intentions, or likely intentions, of a person.

Information can be non-specific; what is drawn from it by way of inference is also included within the statutory definition of information. An inference may be a supposition or a matter of supposition, and therefore within the definition of information in section 1042A of the Act. The supposition would be that which the person drew from the hint or other non-specific information received from another. Thus, an uncommunicated supposition may be within the definition: ASIC v Citigroup (No 4) (2007) 25 ACLC 940.

**“Inside information”** is information which meets both of the following tests:

- it is not generally available, and
- if it were generally available, a reasonable person would expect it to have a “material effect” on the price or value of Shares.

**“material effect”** Under section 1042D, a reasonable person would be taken to expect information to have a material effect on the price or value of particular Shares if (and only if) the information would, or would be likely to, influence persons who commonly acquire Division 3 financial products (as defined in the Act) in deciding whether or not to acquire or dispose of the Shares. Section 1042D is not predicated on the information having any effect on the price of the Shares.

**“officer”** has the meaning set out in section 9 of the Act but, insofar as relevant, effectively means:

- a director or secretary of the Company; or
- a person:
  - who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the Company; or
  - who has the capacity to affect significantly the Company’s financial standing; or
  - in accordance with whose instructions or wishes the directors of the Company are accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person’s professional capacity or their business relationship with the directors or the Company).

**“Policy”** means this share trading policy.

**“price sensitive information”** is “inside information”.

**“Proposed Dealing”** means any proposed dealing in Shares by an Employee which must be the subject of a Trading Approval before it can be implemented.

**“Shares”** means securities issued by the Company as defined in section 92 of the Act and derivatives, financial and other products issued or created over the Shares, whether by the Company or by third parties.

**“Trading Approval”** means an approval to deal in Shares granted to an Employee under clause 6 below in relation to a Proposed Dealing.

## 4. DEALING IN SHARES

### 4.1. Prohibition on Insider Trading

Section 1043A(1) of the Act contains the primary prohibition on insider trading and provides that:

Subject to this Subdivision, if:

- a person (the insider) possesses inside information; and
- the insider knows, or ought reasonably to know, that the matters specified in paragraphs (a) and (b) of the definition of inside information in section 1042A are satisfied in relation to the information;

the insider must not (whether as principal or agent):

- apply for, acquire, or dispose of, relevant Division 3 financial products, or enter into an agreement to apply for, acquire, or dispose of, relevant Division 3 financial products; or
- procure another person to apply for, acquire, or dispose of, relevant Division 3 financial products, or enter into an agreement to apply for, acquire, or dispose of, relevant Division 3 financial products.

This restriction is a broad restriction and covers applications for securities as well as acquisitions by other means and disposition of securities. Employees should note that the prohibition covers procuring other persons to carry out any conduct which, if carried out by the Employee, would be illegal.

## **5. PRIMARY DRIVERS DETERMINING SHARE TRADING POLICY**

In formulating this Policy, the following matters have been taken into consideration:

- 5.1. The nature of the Company's business as an exploration company involved in exploration for oil and gas, primarily within Australia, its offshore waters;
- 5.2. That:
  - (a) the activities of the Company primarily involve the:
    - i) acquisition and disposition of Permits or interests in Permits, whether by application, farm-in, farm-out, sale or purchase;
    - ii) carrying out of exploration activities, in joint venture or otherwise, by the drilling of exploration wells for the purpose of discovering oil and gas;
    - iii) carrying out of other exploration activities including geophysical activities (including seismic) to determine the prospectivity or otherwise of Permits and to generate leads and prospects which may be capable of being drilled, either by the Company or by any joint venturer or purchaser of the relevant Permit or Permits;
    - iv) placement or issue of shares to raise capital to fund the ongoing activities of the Company from time to time, howsoever such placement or issue is undertaken or any decision to enter into any other arrangements to fund the ongoing activities of the Company from time to time;
    - v) implementation, or proposed implementation, of corporate actions, such as takeovers, corporate acquisitions or mergers with other entities; and,
    - vi) holding of investments in other listed companies involved in the resources sector with an emphasis on the holding of marketable securities of companies involved in exploration for, or development and production of, oil and gas.
  - (b) save for proceeds of sale or farm-out where the Company may receive cash payments as part of the terms and conditions thereof, the Company has no recurring income from activities other than receipt of interest income on the Company's cash resources on deposit from time to time.
  - (c) the Company has no production and no resources or reserves near production.
  - (d) the Company is not in a position to pay dividends to its members and, for the foreseeable future, will not likely to be in such a position.
- 5.3. that matters which are most likely to have a "material effect" on the price of the Shares include, but are not limited to, those matters set out in clause 5.2 and the following matters:
  - (a) any information regarding a material change in the financial performance or position of the Company, howsoever arising;
  - (b) any decision to write down the assets of the Company in a material amount;
  - (c) appointment of a receiver, manager, liquidator or administrator in respect of loan, trade credit, trade debt, borrowing or securities held by it or any of its subsidiaries or controlled entities;

- (d) information required to be disclosed under the Listing Rules or the Act prior to such disclosure being made;
- (e) proposed changes to the nature of the business being carried on by the Company;
- (f) proposed changes to the Board other than filling a casual vacancy or a retirement due to ill health or similar situation;
- (g) significant changes in the holdings of any substantial Shareholder;
- (h) a recommendation or declaration of a dividend or distribution;
- (i) details of undersubscriptions or oversubscriptions to an issue;
- (j) the entry into, or termination of, a material contract of any kind
- (k) a material acquisition or disposition of assets by the Company;
- (l) an actual or proposed change to the capital structure of the Company;
- (m) any proposed material legal proceedings to be initiated by or against the Company; or
- (n) any regulatory action or investigations undertaken by a government authority.

## **6. SHARE TRADING POLICY**

Where any Shares are sold or purchased, or otherwise dealt in, at a time when the Employee possesses inside information then, prima facie, any sale, purchase or other dealing in the Shares will, prima facie, be a breach of insider trading laws, even though the Employee's decision to sell, purchase or deal was not influenced by the inside information that the Employee possessed and regardless of the fact that the Employee may or may not have made a profit or loss on the transaction and regardless of the fact that, when released, the inside information did not necessarily cause the price of the Shares to change.

Where any Employee proposes to deal in Shares the following procedure shall apply:

6.1. The Employee shall give the Designated Person written notice of the Proposed Dealing by completing an Application for Trading Approval in the form set out in part A of the Appendix hereto specifying:

- (a) the Shares proposed to be dealt in;
- (b) the nature of the proposed dealing;
- (c) any matters which may cause the proposed dealing to fall within any Exclusion set out in clause 8 below;
- (d) any other matters considered by the Employee as relevant in relation to the proposed dealing;

By making application for a Trading Approval the Employee:

- represents and warrants to the Designated Person and the Company and its directors that the Employee is not in possession of any inside information which might have a material effect on the price or value of Shares;
- acknowledges having received a copy of this Policy;
- acknowledges that he or she has had sufficient time and opportunity to seek legal or other advice in respect hereof and in relation to such Proposed Dealing and the consequences thereof;
- releases and indemnifies each of the Designated Person, the Company and each of its

directors and officers from and against any loss or damage which the Employee or any of the Employee's Associates may suffer or be liable for as a result of the wrongful imposition of a Trading Lockout and any refusal to grant the Employee a Trading Approval in circumstances where it might subsequently be determined that no inside information existed which justified the Trading Lockout or refusal to grant a Trading Approval. For the purpose of this clause "loss and damage" includes any consequential loss or damage resulting from the inability of the Employee to raise funds from sale of the Shares and all costs and expenses of whatsoever kind or nature which the Employee may incur or be liable for as a result of any action taken against the Employee as a result thereof;

- and, by making that application, the Employee hereby publishes each of the above representations, warranties releases and indemnities as a deed poll in favour of each of the Designated Person, the Company and each of its directors and officers.

6.2. On receipt of such an Application, the Designated Person shall consider the Proposed Dealing and:

- (a) if the Proposed Dealing will not occur during a Trading Lockout, as herein defined, grant approval in writing ("Trading Approval") for the Proposed Dealing;
- (b) If the Proposed Dealing will occur during a Trading Lockout but is a dealing which is covered by any Exclusion as referred to in clause 8 below, grant Trading Approval.
- (c) If the Proposed Dealing will occur during a Trading Lockout, and is not a dealing which is included within an Exclusion, advise the Employee in writing:
  - that the Proposed Dealing falls within the period of a Trading Lockout, and
  - that Trading Approval is not given.
- (d) On any Trading Lockout ceasing to apply, the Designated Person shall advise the Employee of the end of the Trading Lockout.
- (e) No Employee shall deal in any Shares without first having received a Trading Approval in relation to the Proposed Dealing.

6.3. Where a Trading Approval is given by the Designated Person, then, subject to the provisions of clause 6.6 below, the Employee is authorised to deal in the Shares on the basis on which the Trading Approval was granted, which may include advice that any Trading Approval is subject to the occurrence of a circumstance or event which constitutes a circumstance which justifies or results in a present Trading Lockout.

6.4. Any Trading Approval shall remain in force for such period as the Designated Person shall determine at the time of the giving of such Trading Approval or until the Designated Person gives the Employee notice under clause 6.6 that a further Trading Lock is being imposed.

6.5. When the Proposed Dealing in respect of which the Trading Approval was granted has been completed, the Employee shall give the Designated Person notice to that



effect.

- 6.6. If, prior to the Proposed Dealing being completed under a Trading Approval, a Trading Lockout period commences, the Designated Person shall inform any Employee who has been granted a Trading Approval in respect of which the Proposed Dealing has not been completed that a Trading Lockout has come into effect and, on receipt of that notice, the Employee shall suspend all further dealings in Shares during that Trading Lockout.

## 7. TRADING LOCKOUTS

Having regard to all of the above matters, the directors have determined dealings in Shares shall not be permitted by Employees during the following periods (each a “Trading Lockout”). Trading Lockouts are as follows:

### 7.1. Dealings in Permit Interests

The period:

- (a) commencing from when any agreement in principle has been reached as to any sale, purchase, farmout or farmin referred to in clause 5.2(a)(i), notwithstanding all negotiations in relation thereto have not been completed and that the matter is not capable of release to ASX under the continuous disclosure requirements of the Act and the Listing Rules; and
- (b) ending a reasonable time after time either:
  - i) a transaction has been entered into in relation thereto with an announcement having been made to ASX through ASX’s Company Announcements platform; or,
  - ii) negotiations in relation to such matter have been concluded or discontinued without any agreement having been entered into in relation thereto;

### 7.2. Participation in drilling of wells

When the Company is a Participant in any well being drilled, as referred to in clause 5.2(a)(ii), the period:

- (a) commencing not later than the proposed spud date for the well as announced by the operator thereof to ASX or as advised by the operator to the Company;  
  
and
- (b) ending at such time as the operator or the Company has made an ASX Release on the ASX Company Announcements platform as to the status of the well with such release specifying whether the well has been plugged and abandoned, suspended or resulted in a discovery and, in all cases, providing such details as are normally released as to the nature and extent of any hydrocarbons encountered.

### 7.3. Placement of Shares and Financing Arrangements

The period:

- (a) commencing when the directors convene a meeting to consider the placement or issue of shares and other marketable securities or to consider the entering into of any financing arrangement as referred to in clause 5.2(a)(iv);  
  
and
- (b) ending a reasonable time after such of the following times as are applicable:
  - i) when the placement or issue or financing arrangement has been made and announced to ASX through ASX's Company Announcements platform, if being made to excluded offerees without a disclosure document pursuant to section 708 of the Act; or,
  - ii) full details thereof have been released to ASX through ASX's Company Announcements platform, and;
    - if any approval of members is required, the information memorandum to be despatched to members to obtain that approval has been released through ASX's Company Announcements platform.;
    - if any disclosure document is required, a copy of that disclosure document has been released through ASX's Company Announcements platform.;
    - in the case of a rights issue under section 708AA, any offer document in relation thereto has been lodged together with the requisite notice under section 708AA(2)(f) has been lodged with, and been released by, ASX through ASX's Company Announcements platform.

### 7.4. Corporate Actions

The period:

- (a) commencing when the directors convene a meeting to consider taking any corporate action as referred to in clause 5.2(a)(v) above where the corporate action:
  - i) involves the acquisition or disposition of what would be a "*substantial asset*" for the purposes of the Listing Rules; or
  - ii) involves any related party and approval of members would be required for the corporate action to be proceeded with;  
and

- (b) ending a reasonable time after such of the following times as are applicable:
  - i) when corporate action has been completed and announced to ASX through ASX's Company Announcements platform, or
  - ii) full details thereof have been released to ASX through ASX's Company Announcements platform, and;
    - if any approval of members is required the information memorandum to be despatched to members to obtain that approval has been released through ASX's Company Announcements platform;
    - if any disclosure document or explanatory statement is required under the Act, a copy of that disclosure document or explanatory statement has been released through ASX's Company Announcements platform;

#### 7.5. Release of Financial Information to ASX

The periods commencing from close of trading on ASX two calendar weeks prior to the day on which:

- (a) Preliminary final results;
- (b) Half-yearly results;
- (c) any quarterly report;

are released to the ASX and ending a reasonable time after such results or reports are released to the ASX

#### 7.6. General

Without limiting the application of the foregoing, any period:

- (a) commencing from the receipt by the Company of any information which any of the directors consider may have a material effect on the price or value of the Shares as referred to in clause 5.3; and
- (b) ending the first to occur of:
  - i) a reasonable time after the release of that information to ASX through an announcement on the Company Announcements platform; or
  - ii) the date when any subsequent assessment by management and review by the Designated Person determines, on reasonable grounds, that such information is not price sensitive and would not be expected by a reasonable person to have any material effect on the price or value of the company's securities.

## 8. EXCLUSIONS FROM TRADING POLICY

The following circumstances constitute circumstances which entitle a Proposed Dealing being excluded from a Trading Lockout ('**Exclusions**'). The Exclusions are as follows:

### 8.1. Acquisitions from Company resulting from exercise of prior rights of conversion or acquisition

Employees may at any time:

- (a) acquire Shares from the Company by conversion of securities giving a right of conversion to ordinary shares;
- (b) acquire Shares from the Company under a bonus issue made by the Company to all holders of securities of the same class;
- (c) acquire Shares from the Company under a dividend reinvestment, or top- up plan, that is available to all holders of securities of the same class;
- (d) acquire, or agree to acquire or exercise options under a Company Share Option Plan;
- (e) withdraw Shares on behalf of the employee in an employee share plan where the withdrawal is permitted by the rules of that plan; and
- (f) acquire Shares from the Company as a result of the exercise of options held under an employee option plan.

However, Employees must note:

- it is not permissible to provide the exercise price of options by selling the Shares acquired on the exercise of these options if the sale of those Shares occurs during any Trading Lockout; and
- where the exercise price of options is being provided by a margin loan or other form of lending arrangement then there may be a risk that the Employee may need to sell Shares to avoid providing additional capital or security to the lender in the event of a decrease in the value of the Shares. Were this to occur at a time when the Employee possessed inside information then the sale of Shares would be a breach of insider trading laws, even though the Employee's decision to sell was not influenced by the inside information that the Employee possessed and the Employee may not have made a profit on the sale. In such circumstance the Employee would need to utilise other resources to provide such lender with such additional capital or security.

### 8.2. Transfers between related parties with no change in beneficial interests

Where the Proposed Dealing will not result in any change in beneficial interest in the Shares or when the Proposed Dealing is between related parties as defined in the Act and is not made through the stock market conducted by ASX;

### 8.3. Indirect interests where investment decisions made independent of Employee

Where Proposed Dealing will occur through investments in a scheme or other arrangement (other than a scheme only investing in, or primarily in, the securities of the Company) where the investment decisions are exercised by a third party, and where the Employee has no control or influence with respect to trading decisions.

#### 8.4. Dealings where Employee is Trustee or a director of a trustee

Where the Employee is a trustee, or a director of a trustee, trading in the securities of the Company by that trustee on behalf of that trust, provided that one or more of the following circumstances shall exist:

- (a) any decision to deal during a Trading Lockout is taken by the other trustees or directors of the trustee, independently of, and without reference to the Employee; or
- (b) the trustee is compellable by court order to transfer or sell the Shares or where there is a presently enforceable legal obligation to sell or otherwise dispose of such Shares where that sale or disposition is required to be made within the period of the Trading Lockout; or
- (c) where the Shares must be sold to comply with any enforceable regulatory requirements or directions of any governmental authority or body requiring the Shares to be sold or disposed of within the period of the Trading Lockout; or,

#### 8.5. Transfers to self-managed superannuation funds

Where the Proposed Dealing comprises a transfer of securities held by the Employee to the trustee of a self-managed superannuation fund or other saving scheme where the Employee and his spouse or partner and immediate family are the beneficiaries and where the trading constituting the Proposed Dealing is not through the stock market conducted by ASX.

#### 8.6. Takeovers and Mergers

- (a) Undertakings by the Employee to accept or reject a takeover offer, the acceptance or rejection of a takeover offer or the making of recommendations to accept or reject a takeover offer.
- (b) Undertakings by the Employee to vote in favour of or against a merger, voting in favour of or against a merger, or the making of recommendations to vote in favour of or against a merger.

#### 8.7. Participation in offers to Shareholders

Trading by the Employee under an offer or invitation made to all or most of the security holders, such as, a rights issue, a security purchase plan, a dividend or distribution reinvestment plan and an equal access buy-back, where the plan that determines the timing and structure of the offer has been approved by the board. This includes decisions relating to whether or not to take up the entitlements, the sale of entitlements required to provide for the take up of the balance of entitlements under a renounceable pro rata rights issue and the sale of Shares generally to enable the Employee to take up any pro rata issue.

8.8. Trading during currency of offers under disclosure documents

Trading during the period during which any offer of marketable securities of the Company under a disclosure document or rights issue under section 708AA is open for acceptance provided that the Designated Person confirms to the Employee that the Company is compliant with its disclosure obligations under the Act and the Listing Rules.

8.9. Dispositions by third party mortgagees and chargees

The exercise by independent third party mortgagees or chargees of their rights under any mortgage charge or lien over any securities in which any Employee has any interest Provided That the Employee establishes to the satisfaction of the Designated Person that such mortgage, charge or lien was bona fide entered into to secure borrowings or obligations of the Employee and not for the purpose of avoiding the restrictions on dealing set out in this Policy.

8.10. Trading under non-discretionary trading plans

Trading carried out on behalf of the Employee under a non-discretionary trading plan where:

- (a) the Employee did not enter into the plan or amend that trading plan during a Trading Lockout;
- (b) the trading plan does not permit the Employee to exercise any influence or discretion over how, when, or whether to trade any securities the subject thereof.

8.11. Dispositions under court order

Where the Employee is required by court order to transfer or sell the Shares or where there is a presently enforceable legal obligation to sell or otherwise dispose of such securities where that sale or disposition is required to be made within the period of the Trading Lockout.

8.12. Dispositions under regulatory direction

Where the Shares must be sold to comply with any enforceable regulatory requirement or direction of any governmental authority or body requiring the Shares to be sold within the period of the Trading Lockout.

## **9. OTHER PROHIBITED CONDUCT BY EMPLOYEES**

In addition to the prohibitions against dealing during a Trading Lockout the following conduct by Employees is also prohibited during a Trading Lockout:

### **9.1. Varying terms of non-discretionary trading policy**

Where the securities in which the Employee has a relevant interest or an equitable interest are the subject of any non-discretionary trading plan, such plan shall not be varied or cancelled by the Employee, or at his direction, during a Trading Lockout.

### **9.2. Encumbering Shares**

The entering into of any charge, mortgage or lien or grant any other security interest over any securities other than with the approval of the Designated Person which shall not be unreasonably withheld. Without limiting the generality of the foregoing the Employee shall not enter into any margin lending scheme or arrangement in relation to Shares during a Trading Lockout.

### **9.3. Procuring dealings by other persons**

The Employee shall not directly or indirectly procure or cause any other person to do any act matter or thing, or refrain from doing any act matter or thing which, if done or refrained from by the Employee, would be a breach of the terms of this Policy or the insider trading provisions of the Act as referred to herein.

## **10. NOTICE**

Any notice required to be given under this Policy shall be given in writing and may be communicated by letter, facsimile, email or other electronic means of communication.

**ENESEX LIMITED: APPLICATION FOR TRADING APPROVAL**
**PART A: TO BE COMPLETED BY EMPLOYEE**

I, the undernamed Employee, hereby apply for Trading Approval in relation to the following Proposed Dealing. By making this application I acknowledge, warrant and represent to and with the Designated Person, the Company and each of the Company's directors and officers as set out in clause 6.1 of the Share Trading Policy under which this Application is made.

Name of Employee	
Registered Holder of securities proposed to be dealt in	
Type of Security	
Maximum number of securities proposed to be dealt in	
Nature of Proposed Dealing	
Circumstances (if any) referred to herein which may cause the Proposed Dealing to fall within any Exclusion in Clause 9	
Other circumstances the Employee requests be taken into account by the Designated Person	
Dated this        day of	
Signature of Employee	.....



**PART B: TO BE COMPLETED BY DESIGNATED PERSON**

**GRANT OF TRADING APPROVAL**

To: .....(the "Employee");

1. Trading Approval is hereby granted in accordance with your attached Application for Trading Approval subject to any terms and conditions specified below.
2. This Trading Approval shall remain in force until the earlier of / /2015 or until you are given notice of a Trading Lockout under clause 6.6 hereof.
3. The Exclusion (if any) relied upon by the Designated Person in granting Trading Approval was as follows:

.....  
.....  
.....

Dated

this                      day of

.....  
Signature of Designated Person

**REFUSAL TO GRANT TRADING APPROVAL**

**GRANT OF DEFERRED TRADING APPROVAL**

1. Trading Approval is hereby refused as the Proposed Dealing falls within the period of a Trading Lockout.
2. Circumstances which will end the current Trading Lockout so as to permit you to deal in Shares in accordance with your attached Application for Trading Approval are as follows:  
.....  
.....  
.....
3. The Designated Person, or his delegate, will advise you when the current Trading Lockout has ceased to apply

Dated this                      day of

.....

Signature of Designated Person