

SIGNATURE METALS LIMITED

TRADING POLICY

This policy sets out the restrictions that apply to trading in the securities of Signature Metals Limited (**Signature**) by employees of Signature, including Key Management Personnel (**KMP**).

1. Introduction

This Policy has been developed to:

- Satisfy statutory and regulatory obligations;
- Meet industry practice and market expectations; and
- Manage the potential risk to Signature's reputation, having regard to the nature of its business.

For the purposes of this Policy, **dealing** includes, without limitation, securities transactions such as transfers of beneficial ownership and trading (either directly or indirectly).

2. Application

This policy applies to all Signature Staff, which includes:

- **Employees** – all Executive and Non-Executive Directors, officers, employees, contractors and consultants of the Company and its subsidiaries; and
- Persons over whom an Employee has or is deemed to have investment control or influence.

Key Management Personnel (**KMP**) are Directors and Senior Executives of Signature Metals Limited, and any family member or associate over whom they have influence, and any other person designated by the Chairman as KMP.

Signature Securities includes quoted shares in Signature Metals Limited, options over those shares and any other financial products of Signature Metals traded on any securities exchange, or the securities of a related entity quoted on any exchange.

3. Insider Trading – Inside Information

The *Corporations Act 2001* (Cth) (**the Act**) prohibits the dealing in any financial products by those in possession of inside information. Inside information is information that:

- is not generally available; and
- if it were generally available, would or would be likely to influence investors in deciding whether to buy or sell an entity's securities.

Information is generally available if it:

- is readily observable;
- has been made known in a manner (e.g. released to the ASX) likely to bring it to the attention of persons who commonly invest in securities and a reasonable period for that information to be disseminated has elapsed since it was made known.

Where a person has inside information in relation to securities of any company, that person must not deal in those securities, advise others or procure others to trade in the securities or pass on the inside information to any person who will use that information to trade in, or procure someone else to trade in, the securities.

A breach of the relevant provisions may result in:

- criminal penalties of up to \$A200,000 or imprisonment or both; and/or
- civil penalties of up to \$A200,000 in fines (for individuals).

Dealing in Signature Securities or the securities of another entity is prohibited at any time that a Signature staff member possesses inside information in relation to Signature or the securities of another entity, regardless of whether this Policy provides that dealing may otherwise occur at that time.

Examples

The following are examples of information that, generally, if it were made available to the market, would be likely to have a material effect on the price of the Company's securities.

- a) Signature considering a major acquisition or disposal of assets;
- b) The threat of a major litigation against Signature;
- c) Signature's profit results materially exceeding (or falling short of) the market's expectations;

- d) A material change in debt, liquidity or cash flow;
- e) A share issue proposal;
- f) an agreement or option to acquire an interest in a mining tenement or to enter into a joint venture or farm-in or farm-out arrangement in relation to a mining tenement; or
- g) a significant discovery, exploration result, or changes in reserve/resource estimates from mining tenements in which Signature has an interest.

4. Black-Out Periods

For the purposes of this Policy, the following are Black-Out Periods and no trading in Signature Securities by Signature Staff (including KMP) may occur during those times:

- the period of 1 month before the public release by Signature of its quarterly reports to the ASX, up to the commencement of the first trading day after such release;
- the period of 1 month before the public release by the Company of its annual and half year results to the ASX, up to the commencement of the first trading day after such release;
- for a period of 1 month before the issue of a disclosure document, e.g. prospectus, up to the commencement of the first trading day after such release; and
- such other periods as the Board may notify from time to time.

In exceptional circumstances, the Chairman may grant permission to trade during a Black-out Period, refer Sections 5 and 6.

Outside a Black-Out Period, the laws prohibiting insider trading continue to apply to Signature Staff, including KMP.

5. Exceptional Circumstances

A KMP who is not in possession of inside information in relation to Signature Securities, may be given prior written approval to sell or otherwise dispose of Signature securities during a Black-Out Period where there are exceptional circumstances, which may include:

- severe financial hardship which means a KMP has a pressing financial commitment that cannot be satisfied other than by selling the Securities;

- by compulsion of law or regulation, e.g a court order or court enforceable undertaking to transfer or sell Signature Securities; or
- a situation determined by the Chairman (or in the case of the Chairman, the Board) to be an exceptional circumstance.

6. KMP Dealing in Signature Securities – Approval Requirements

The following procedures apply to KMP who wish to deal in Signature Securities during a Black-Out Period:

- the KMP (or family member or associate over whom they have influence) must provide the Chairman with a notice in writing (which may include email) at least three days prior to the proposed dealing, requesting permission to deal in Signature Securities, including any reasons for the request (refer Section 6 – Exceptional Circumstances);
- the KMP must not deal in Signature Securities unless they have received permission in writing from the Chairman;
- the KMP must effect the instructions to deal within 24 hours of receiving permission, or such other time period advised by the Chairman, and the dealing must be executed by the end of the following business day;
- if the dealing is not executed by the end of the following business day, the permission to deal lapses and the KMP must submit a further request with the Chairman for permission to deal.

The Chairman must follow the same procedures set out above in relation to any proposed dealing in Signature Securities, but permission must be sought from the Board.

7. Excluded Dealings

The following are Excluded Dealings for the purposes of this Policy, and may be carried out at any time:

- transfers of Signature Securities already held into a superannuation fund or other saving scheme in which the KMP is a beneficiary;

- an investment in, or trading units of, a fund or other scheme (other than a scheme only investing in the Company's Securities) where the assets of the fund or other scheme are invested at the discretion of a third party;
- where a KMP is a trustee, trading in Signature Securities by that trust, provided the KMP is not a beneficiary of the trust and any decision to trade during a Blackout Period is taken by the other trustees or by the investment managers independently of the KMP;
- undertakings to accept, or the acceptance of, a takeover offer;
- trading 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 investment plan (**DRP**) and an equal access buy-back, where the plan that determines the timing and structure of the offer has been approved by the Board;
- a disposal of Signature Securities that is the result of a secured lender exercising their rights, for example, under a margin lending arrangement; and
- the exercise (but not the sale of Signature Securities following exercise) of an option or a right under an employee incentive scheme, or the conversion of a convertible security, where the final date for the exercise of the option or right, or the conversion of the security, falls during a Closed Period and where the KMP could not reasonably have been able to exercise at a time when free to do so; and
- trading under a non-discretionary trading plan for which prior written clearance has been provided in accordance with procedures set out in this Policy and where:
 - the KMP did not enter into the plan or amend the plan during a Closed Period; and
 - the trading plan does not permit the KMP to exercise any influence or discretion over how, when, or whether to trade.

8. No Hedging

KMP are not permitted to enter into transactions with Signature Securities (or any derivative of those Securities) in associated products which limit the economic risk of any unvested entitlements under any equity-based remuneration schemes currently in operation, or which will be offered by the Company in the future. KMP should consult with the Chairman if they are considering, or if they are not sure, as to whether entering into transactions may limit the economic risk of unvested entitlements they may have.

9. Consequences of Breach of this Policy

All Signature Staff must comply with the principles and requirements of this Policy. Failure to comply may result in the relevant staff member being subject to disciplinary action, including possible dismissal. In addition, a breach of this Policy may also result in exposure to potential civil or criminal liability under applicable laws and regulations.

10. Review of this Policy

This Policy will be reviewed regularly by the Company's Directors having regard to the changing circumstances of the Company and any changes to this Policy will be notified to affected persons in writing.