

CATAPULT UPDATED SECURITY TRADING POLICY

SEPTEMBER 12, 2023

Catapult Group International Ltd (ASX:CAT, 'Catapult' or the 'Company') provides its updated Security Trading Policy in accordance with ASX Listing Rule 12.10.

*Authorized for release to ASX by the Catapult General Counsel and Company Secretary,
Mr Jonathan Garland.*

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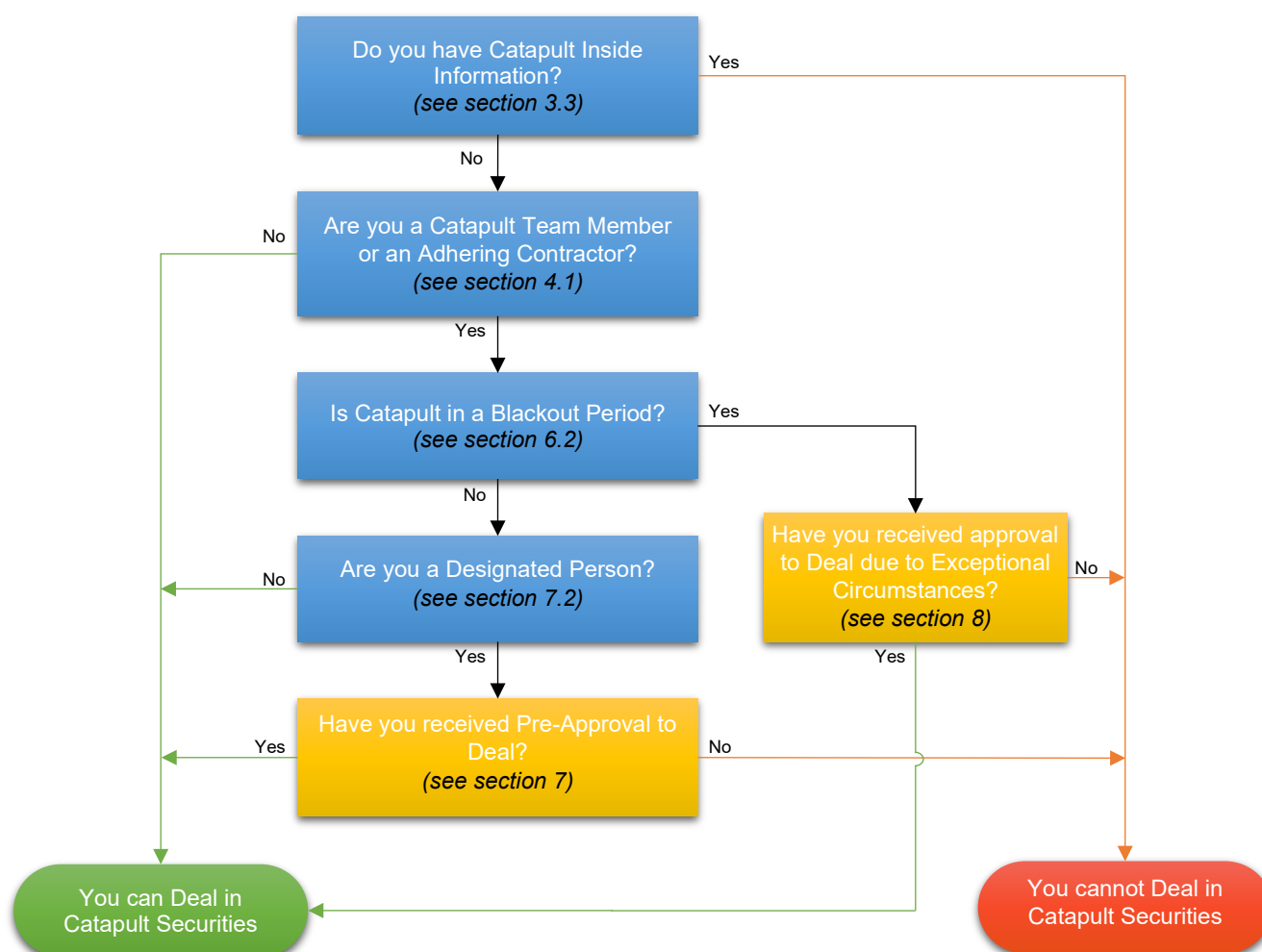
CATAPULT

Security Trading Policy

1. Introduction

- 1.1 Catapult is an Australian incorporated public company, and its ordinary shares are traded on ASX.
- 1.2 The purpose of this policy is to ensure that:
- (a) Catapult complies with the ASX Listing Rules and the Australian *Corporations Act 2001* (Cth); and
 - (b) Catapult Team Members and Adhering Contractors are aware of the insider trading restrictions that exist on Dealing in Catapult Securities while in possession of Catapult Inside Information.
- 1.3 Non-compliance with this policy may result in disciplinary action against Catapult Team Members (including up to dismissal), and legal action against Adhering Contractors.
- 1.4 The restrictions in this policy are additional to any provisions governing or restricting the Dealing of Catapult Securities set out in any agreement between Catapult and, respectively, a Catapult Team Member (including the terms of any Catapult employee incentive plans) and an Adhering Contractor. To the extent of any inconsistency between such agreements and this policy, the most restrictive provisions applying to the Catapult Team Member or Adhering Contractor will prevail.
- 1.5 Capitalised terms in this policy that are defined have the meaning given in section 13.

2. Overview of Clearance Process





3. Insider trading

3.1 Insider trading is prohibited by this policy and is illegal.

3.2 A person engages in insider trading if that person has Catapult Inside Information and:

- (a) Deals in Catapult Securities; or
- (b) advises, encourages, or procures another person to Deal in Catapult Securities; or
- (c) communicates that Catapult Inside Information to another person who is likely to Deal in Catapult Securities.

3.3 **Catapult Inside Information** or **Catapult Price Sensitive Information** is information that:

- (a) is not Generally Available; and
- (b) if it were available, may have a Material Effect on the price or value of Catapult Securities; and
- (c) the person knows, or ought reasonably to know, that the information is not Generally Available and, if it were, it might have a Material Effect on the price or value of Catapult Securities.

3.4 Information is considered to have a **Material Effect** on the price or value of Catapult Securities if the information would, or would be likely to, influence persons who commonly invest in Catapult Securities in deciding whether or not to subscribe for, buy, or sell those Catapult Securities.

3.5 A person who commits insider trading may be subject to both civil liability (being sued for loss suffered due to insider trading) and criminal penalties (imprisonment and/or fines).

3.6 In certain circumstances, Catapult may also be liable if a Catapult Team Member or an Adhering Contractor engages in insider trading.

3.7 The requirements imposed by this policy are separate from, and in addition to, the legal prohibitions on insider trading in Australia. Accordingly, under insider trading laws, a person who possesses Catapult Inside Information may be prohibited from Trading even where the Trading would otherwise be permitted under this policy.

4. Application of this policy

4.1 This policy applies to each:

- (a) **Catapult Team Member** – which is a director, officer, or employee of Catapult or its subsidiaries; and
- (b) **Adhering Contractor** – which is a contractor, consultant, or employee of a contractor (including those provided by a professional employer organisation) who has agreed to comply with Catapult's policies generally or this policy specifically; and
- (c) **Associate** or **Related Party** of a Catapult Team Member or an Adhering Contractor.

4.2 Therefore, this policy applies, for example, to Dealings in Catapult Securities by a Catapult Team Member's spouse.

5. Excluded Dealings

5.1 This policy does not apply to the following Dealings in Catapult Securities:

- (a) transfers of Catapult Securities that result in no change to the beneficial interest in the Catapult Securities;
- (b) transfers of Catapult Securities between a Catapult Team Member or an Adhering Contractor and their Related Parties;
- (c) transfers of Catapult Securities by a Catapult Team Member or an Adhering Contractor to their superannuation fund;
- (d) where a Catapult Team Member or an Adhering Contractor is a trustee, Trading in the Catapult Securities by the relevant trust, provided that the Catapult Team Member or Adhering Contractor is not a beneficiary of that trust and any decision to Trade during a Blackout Period is taken by the other trustees or by the investment managers independently of that Catapult Team Member or Adhering Contractor;



- (e) undertakings to accept, the acceptance of, or disposal of, Catapult Securities arising from a takeover offer, scheme of arrangement or equal access buy-back;
- (f) Trading under an offer or invitation made to all or most of the holders of Catapult Securities, such as a rights issue, security purchase plan, 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 and the sale of entitlements required to provide for the take up of the balance of entitlements under a renounceable pro rata issue;
- (g) a disposal of Catapult Securities that is the result of a secured lender or financier exercising their rights under a loan agreement;
- (h) an acquisition or disposal of Catapult Securities under a pre-determined investment or divestment plan for which prior written approval has been provided by the Designated Approver and where:
 - (i) the Catapult Team Member or Adhering Contractor did not enter into or amend the plan during a Blackout Period; and
 - (ii) the plan does not permit the Catapult Team Member or Adhering Contractor to exercise any discretion over how, when, or whether to acquire or dispose of Catapult Securities; and
- (i) an acquisition of Catapult Securities under an employee incentive scheme.

6. Blackout Periods

6.1 Each Catapult Team Member or Adhering Contractor may Deal in Catapult Securities at any time provided that:

- (a) the Dealing occurs during periods outside of the Blackout Periods (except where Exceptional Circumstances exist and they have received approval for Dealing during a Blackout Period in accordance with section 8); and
- (b) if they are a Designated Person, they have received Pre-Clearance for that Dealing in accordance with section 7; and
- (c) they are not in possession of any Catapult Inside Information

6.2 The **Blackout Periods** are as follows:

- (a) the period commencing at 10.00am on April 1 each year and ending at 5.00pm on the trading day after the release of Catapult's full-year results to the ASX;
- (b) the period commencing at 10.00am on October 1 of each year and ending at 5.00pm on the trading day after the release of Catapult's half-year results to ASX;
- (c) the period commencing at 10.00am on the date that is 2 weeks prior to Catapult's Annual General Meeting and ending at 5.00pm on the date of that Annual General Meeting; and
- (d) any other period, as determined by the Board from time to time (which determination may apply in respect of one or more Catapult Team Members or Adhering Contractors, or groups of any of them).

6.3 All references to time are to Melbourne time.

7. Pre-Clearance for Designated Persons

7.1 Each Designated Person may only Deal in Catapult Securities if:

- (a) their Dealing occurs during periods outside of the Blackout Periods; and
- (b) prior to their Dealing, they receive **Pre-Clearance**, which is approval in advance from all of their Designated Approvers in accordance with this section 7.

7.2 The **Designated Persons** and their relevant **Designated Approvers** are as follows:

Designated Persons	Designated Approvers
Chairman	Chair of the Audit and Risk Committee and the Company Secretary
Director (excluding the Chairman) or the CEO	Chairman and the Company Secretary
CEO Direct Report	CEO and the Company Secretary
Company Secretary	CFO
Each other Catapult Team Member or Adhering Contractor who: <ul style="list-style-type: none"> is a member of the Finance Department; has a role at or above Job Level 7 or Vice President; has access to monthly financial reports, OP1 related results or future Company planning documents; is an executive assistant to a Designated Person; or is otherwise designated as such by the Chairman, CEO, CFO or Company Secretary. 	Company Secretary (or their Delegate)

7.3 A Designated Person must apply to the Company Secretary (on behalf of the Designated Approvers) to Deal in Catapult Securities using the form set out in the Schedule or using such other written or web-based form or other electronic method as approved by the CEO from time to time.

7.4 On receipt of an application under section 7.3, the Company Secretary shall procure that the Designated Approvers consider the application. No Dealing in Catapult Securities may be undertaken before the Designated Person receives the written approval of the Designated Approvers (which, in their absolute discretion, may be refused or given subject to any conditions the Designated Approvers determine necessary to comply with this policy).

7.5 Any Dealing in Catapult Securities by a Designated Person approved by the Designated Approvers in accordance with this section 7 must be completed within 14 days (or such earlier time as determined by the Designated Approvers) from the date that the Designated Person receives written approval from the Designated Approvers, and the Designated Person must, if directed to do so, advise the Company Secretary (on behalf of the Designated Approvers) promptly following completion of any such Trade.

7.6 Any approval to Deal in Catapult Securities by a Designated Person in accordance with this section 7 is automatically deemed to be withdrawn if that Designated Person becomes aware of any Catapult Inside Information prior to or during that approved Dealing.

7.7 The Company Secretary may, from time to time, establish, amend and remove rules to provide prospective approval to Dealings in Catapult Securities during permitted periods by one or more Designated Persons, or groups of any of them (the **Prospective Rules**). Prospective Rules that apply to Dealings on Catapult's ESP Platform must be approved by the CEO. All other Prospective Rules must be approved by the Chairman. The Prospective Rules may be applied automatically (including via clearance modules on Catapult's ESP Platform) and will be effective as if the relevant procedure in this section 7 had been satisfied.



8. Dealing during Blackout Periods in Exceptional Circumstances

- 8.1 Each Catapult Team Member and Adhering Contractor (which, for clarity, includes Designated Persons) (each an **Applicant**) may apply to the Company Secretary (on behalf of the Designated Approvers) to Deal in Catapult Securities during a Blackout Period due to exceptional circumstances. Such applications must be made using the form set out in the Schedule or using such other written or web-based form or other electronic method as approved by the CEO from time to time.
- 8.2 On receipt of an application under section 8.1, the Company Secretary shall procure that the Designated Approvers consider the application. No Dealing in Catapult Securities may be undertaken before the Applicant receives the written approval of the Designated Approvers (which, in their absolute discretion, may be refused or given subject to any conditions the Designated Approvers determine necessary to comply with this policy).
- 8.3 Without limiting the discretion of the Designated Approvers under this section 8, the following factors may be considered by the Designated Approvers in determining whether the Applicant is to be granted permission to Deal in Catapult Securities during a Blackout Period:
- (a) whether the Applicant is suffering severe financial hardship;
 - (b) whether the Applicant is required by a court order or a court-enforceable undertaking or other legal or regulatory requirement to transfer, or accept a transfer of, Catapult Securities; and
 - (c) whether the Applicant's circumstances are otherwise exceptional to warrant the grant of approval to Deal in Catapult Securities during the Blackout Period.
- 8.4 Any Dealing in Catapult Securities by an Applicant approved by the Designated Approver in accordance with this section 8 must be completed within 7 days (or such earlier time as determined by the Designated Approvers) from the date that the Applicant receives written approval from the Designated Approvers, and the Applicant must advise the Company Secretary (on behalf of the Designated Approvers) promptly following completion of any such Trade.
- 8.5 Any approval to Deal in Catapult Securities by an Applicant in accordance with this section 8 is automatically deemed to be withdrawn if the Applicant becomes aware of any Catapult Inside Information prior to or during any approved Dealing.

9. Margin Loans and Security Arrangements

- 9.1 Catapult Team Members and Adhering Contractors may only enter into a margin loan or other security arrangement in respect of Catapult Securities with the prior written approval of the Designated Approvers (which, in their absolute discretion, may be refused or given subject to any conditions the Designated Approvers determine necessary to comply with this policy).
- 9.2 Any approval by the Designated Approvers may be subject to the condition that Catapult be permitted to disclose to the ASX the existence of the margin loan or security arrangement, and, where Catapult considers appropriate, any relevant terms such as the trigger points or right of the financier to sell unilaterally.

10. Unvested Securities

Catapult prohibits Catapult Team Members and Adhering Contractors from entering into transactions in associated products that operate to limit the economic risk of Catapult Securities over unvested entitlements.

11. Further assistance

Any Catapult Team Member or Adhering Contractor who is unsure of the nature of the information that they have in their possession and whether they may Deal in Catapult Securities should contact the Company Secretary before Dealing in any Catapult Securities.

12. Review

This policy will be reviewed periodically to assess its effectiveness.

13. Definitions

Adhering Contractor has the meaning given in section 4.1(b).

Associate includes a related body corporate, and a director or company secretary of a related body corporate.

ASX means ASX Limited.

ASX Listing Rules means the official listing rules and requirements from time to time of the ASX.

Blackout Periods has the meaning given in section 6.2.

Board means the board of Directors of Catapult as constituted from time to time.

Catapult means Catapult Group International Ltd.

Catapult Inside Information has the meaning given in section 3.3.

Catapult Securities means:

- (a) ordinary shares, partly paid shares, preference shares, hybrid securities, and debentures of Catapult;
- (b) legal or equitable rights or interests in any of the securities in paragraph (a); and
- (c) any derivatives, including but not limited to, options in respect of any of the securities in paragraph (a) above.

Catapult Team Member has the meaning given in section 4.1(a).

CEO means the Chief Executive Officer of Catapult from time to time.

CEO Direct Report means a person who reports directly to the CEO from time to time.

CFO means the Chief Financial Officer of Catapult from time to time.

Chairman means the Chairman of the Board from time to time.

Company Secretary means the company secretary of Catapult from time to time.

Dealing or Trading (singular use **Deal** or **Trade**) includes:

- (a) any acquisition or disposal of any Catapult Securities;
- (b) entering into any agreement to acquire or dispose of any Catapult Securities; and
- (c) the grant, acceptance, acquisition, disposal, exercise or discharge of any option or other right or obligation to acquire or dispose of any Catapult Securities.

Designated Approver has the meaning given in section 7.2.

Designated Person has the meaning given in section 7.2.

Director means a director of Catapult from time to time.

Generally Available, in relation to information, means any such information which:

- (a) is readily observable;
- (b) has been made known in a manner that is likely to bring it to the attention of persons who commonly invest in Catapult Securities provided that a reasonable period for that information to be disseminated has elapsed since it was made known; or
- (c) consists of deductions, conclusions or inferences made or drawn from information falling under either paragraphs (a) or (b) above.

Material Effect has the meaning given in section 3.4.

Pre-Clearance has the meaning given in section 7.1(b).

Related Party in relation to a person includes:

- (a) a parent, spouse, de facto spouse, son, or daughter of that person;
- (b) any company, trust or other entity over which a person referred to in (a) above has control; or
- (c) any company, trust or other entity over which two or more persons referred to in (a) above together have control.

Approved by the Board: September 2023



CATAPULT

Schedule – Application to Trade

To: The Company Secretary, Catapult Group International Ltd

In accordance with the Catapult Security Trading Policy, I request the Designated Approvers' approval for the following proposed transaction to be undertaken by me, my Related Parties or Associates:

Name:	
Name of registered holder transacting (if different):	
Residential address:	
Office or position in Catapult:	
Type of transaction (circle):	Sale / Purchase / Other (specify)
Description and number of Securities subject of the proposed transaction:	
To be transacted (circle):	On ASX / Off-market Trade / Other (specify)
Likely date of the transaction (on or about):	
Details of Exceptional Circumstances:	<i>Only complete this box if seeking approval to Deal during a Blackout Period</i>

Applicant / Designated Person	Designated Approver
<p>I declare and confirm that:</p> <ul style="list-style-type: none">I have read the Catapult Security Trading Policy and I am not in possession of information that:<ul style="list-style-type: none">is not Generally Available; andwould be expected by a reasonable person to have a Material Effect on the price or value of Catapult Securities, if it was Generally Available.Catapult is not advising or encouraging me to Trade in any Catapult Securities and does not provide any securities recommendations; andI know of no reason to prohibit me from Trading in Catapult Securities, and that the details given in this application are complete, true and correct.	<p>I declare and confirm that:</p> <ul style="list-style-type: none">I have reviewed the contents of this application and hereby [approve]/[do not approve] the proposed transaction described in the application.Any approval is conditional on the proposed transaction being completed within 14 days (or 7 days in the case of Exceptional Circumstances) of the date of this approval and in compliance with the Catapult Security Trading Policy.
Signature of Designated Person	Signature of Designated Approver(s)
Name of Designated Person	Name of Designated Approver(s)
Date	Date