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# **Securities Trading Policy**

**Poseidon Nickel Limited ABN 60 060 525 206**

Adopted by the Board on 15 December 2021

## Poseidon Nickel Limited Securities Trading Policy

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### 1 Purpose

- (a) The *Corporations Act 2001* (Cth) (**Corporations Act**) prohibits the trading in shares, options, debentures (including convertible notes) and other securities (**securities**) of a company by any person who is in possession of price sensitive information regarding that company that is not generally available. The Corporations Act:
  - (i) imposes substantial penalties on persons who breach those provisions; and
  - (ii) applies to the extent of any inconsistency between it and this policy.
- (b) This policy regulates dealings by directors and certain officers of Poseidon Nickel Limited (**Poseidon** or the **Company**) and other designated persons, in securities in Poseidon about which they acquire Inside Information through their position or dealings with Poseidon.
- (c) This policy is not designed to prohibit Poseidon Persons from investing in Poseidon securities but does recognise that there may be times when directors, officers or certain employees cannot or should not invest in Poseidon securities.

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### 2 Definitions

For the purposes of this policy:

- (a) “**Blackout Period**” has the meaning given in section 4.1 of this policy;
- (b) “**Board**” means the board of directors of the Company from time to time;
- (c) “**Company Secretary**” means the secretary of the Company from time to time;
- (d) “**Directors**” means each director of Poseidon;
- (e) “**Senior Management**” means the Chief Executive Officer, the Chief Financial Officer, Managing Director and Company Secretary of Poseidon, Key Management Personnel and persons as the Board decides from time to time;
- (f) “**Inside Information**” has the meaning given in section 3.2 of this policy;
- (g) “**Key Management Personnel**” has the meaning given in the Corporations Act;
- (h) “**Material Contractors**” means those contractors that are involved in the significant operations of the business which includes exploration activities, development activities and operation of mining projects.
- (i) “**Poseidon Person**” means:
  - (i) all Directors, Employees and material contractors, any other person designated a Poseidon Person by the Board in writing; and
  - (ii) also includes:

- (A) a company or trust controlled by any of the persons referred to in sub-paragraph (i) above; and
- (B) for the purposes of section 4 only, a spouse (including a de facto spouse), child (including a step-child or adopted child), a close relative, a person financially dependent on or acting in concert with any of the persons referred to in sub-paragraph (i) above.

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## 3 Insider trading

### 3.1 General prohibition on insider trading

- (a) No Poseidon Person may, while in possession of Inside Information concerning Poseidon, in breach of the Corporations Act:
  - (i) buy or sell any Poseidon securities at any time;
  - (ii) procure another person to deal in Poseidon securities in any way; or
  - (iii) pass on any Inside Information to another person for that person's own personal gain by dealing in Poseidon securities in any way.
- (b) All Poseidon Persons are prohibited from dealing in the securities of outside companies about which they acquire Inside Information through their position with Poseidon.
- (c) The requirements imposed by this policy are in addition to any legal prohibitions on insider trading. Trading in Poseidon securities is prohibited at any time by a director or a Poseidon Person if that person possesses Inside Information.

### 3.2 Inside Information

A Poseidon Person is responsible for assessing whether they possess “**Inside Information**”. This occurs where:

- (a) the person possesses information that is not generally available to the public and, if the information were generally available, a reasonable person would expect it to have a material effect on the price or value of Poseidon's securities (or a decision whether or not to trade in them); and
- (b) the person knows, or ought reasonably to know, that the information 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 Poseidon's securities.

A reasonable person would be taken to expect information to have a material effect on the price or value of securities if the information would, or would be likely to, influence a person who commonly invests in securities to either deal or not deal in securities in any way. Inside Information in relation to the securities of outside companies has the same meaning for the purposes of this policy, except that references to “Poseidon's securities” should be read as references to the securities of the outside company.

## 4 Restrictions on trading in Blackout Periods

### 4.1 Blackout Periods

- (a) Poseidon Persons, subject to sections 4.3 and 6, may not buy or sell Poseidon securities during a Blackout Period.
- (b) “**Blackout Periods**” are times when Poseidon Persons must not deal in the Company’s securities.

The following are mandated Blackout Periods:

- (i) from the close of the ASX trading day on 31 December each year, until the day on which the Company’s half yearly results are released to the ASX;
- (ii) from the close of the ASX trading day on 30 June each year, until the day on which the Company’s full year results are released to the ASX;
- (iii) on the day of the Company’s AGM; and
- (iv) any other period that the Board specifies from time to time.

If 31 December or 30 June are not ASX trading days, then the Blackout Period begins on the preceding ASX trading day.

During Blackout Periods Poseidon Persons must not deal in any of the Company’s financial products or securities, or in any securities related to them.

### 4.2 Notifications

- (a) Poseidon Persons must:
  - (i) prior to dealing in Poseidon securities outside a Blackout Period or where paragraph 5 requires the person to obtain a consent under paragraph 4.2, notify the relevant person in paragraph 4.2(c) (the **Authorising Officer**) of their proposed dealing and obtain consent from the Authorising Officer; and
  - (ii) confirm that they are not in possession of any Inside Information; and
  - (iii) after dealing with the Poseidon securities, provide the Authorising Officer with a transaction confirmation.
- (b) For the avoidance of doubt, the Poseidon Person seeking authorisation cannot be their own Authorising Officer.
- (c) Authorising Officer

Poseidon Person seeking authorisation	Authorising Officer
Chair of the Board	The Chair of the Audit and Risk Committee
Other directors, Company Secretary and any other Key Management Personnel	The chair of the Board or, in his/her absence, the chair of the Audit and Risk Committee.
Any other Poseidon Person	The Company Secretary or, in his/her absence, the Chief Executive Officer.

#### **4.3 Exceptional circumstances**

- (a) In exceptional circumstances the Authorising Officer, has discretion to approve dealings in Poseidon securities during a Blackout Period, or other dealings that would otherwise be prohibited by this policy. Any approval given under this section 4.3(a), must be provided by electronic delivery via email. The notification requirements still apply.
- (b) What constitutes “exceptional circumstances” will be assessed on a case-by-case basis within the absolute discretion of the Board, and may include, without limitation, severe financial hardship or a requirement to comply with a court order or court enforceable undertaking.

#### **4.4 Company secretary to maintain records**

The Company Secretary will maintain a copy of:

- (a) all requests for an approval to deal in Poseidon’s securities submitted by a Poseidon Person; and
- (b) details of all dealings in Poseidon’s securities made by a Poseidon Person.

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## **5 Other restrictions**

### **5.1 No speculative trading**

Under no circumstances should Poseidon Persons engage in short-term or speculative trading in Poseidon securities. This prohibition includes short term direct dealing in Poseidon securities as well as transactions in the derivative markets, involving exchange traded options, share warrants, contracts for difference, and other similar instruments, which are short term or speculative.

### **5.2 No protection arrangements**

The entering into of all types of “protection arrangements” for any Poseidon securities (or Poseidon products in the derivatives markets):

- (a) is prohibited at any time in respect of any Poseidon securities which are unvested or subject to a holding lock; and
- (b) otherwise, requires consent under paragraph 4.2.

For the avoidance of doubt and without limiting the generality of this policy, entering into protection arrangements includes entering into transactions which:

- (a) Amount to “short selling” of securities beyond the Poseidon Person’s holding of securities;
- (b) Operate to limit the economic risk of any Poseidon Person’s security holding (e.g. hedging arrangements) including Poseidon’s securities held beneficially (for example, in trust or under any Poseidon incentive plan) on that Poseidon Person’s behalf; or

- (c) Otherwise enable a Poseidon Person to profit from a decrease in the market price of securities.

### 5.3 No granting of security over Poseidon securities or entering into margin lending arrangements

- (a) Poseidon Persons may not at any time, directly or indirectly, grant any form of security (whether by way of charge, mortgage, pledge or otherwise) over any Poseidon securities which are unvested or subject to a holding lock, to secure any obligation of that Poseidon Person or any third party or enter into any margin lending arrangement involving Poseidon securities.
- (b) Unless paragraph (a) applies, Poseidon Persons may, directly or indirectly, grant any form of security (whether by way of charge, mortgage, pledge or otherwise) over any Poseidon securities, to secure any obligation of that Poseidon Person or any third party or enter into any margin lending arrangement involving Poseidon securities, with consent under paragraph 4.2.

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## 6 Exemptions

- (a) Poseidon Persons may at any time:
  - (i) trade Poseidon securities where the trading does not result in a change of beneficial interest in the securities;
  - (ii) acquire securities under any director or employee security plan or through the exercise of options or performance rights under an option or performance rights plan or acquire, or agree to acquire, options or performance rights under an option or performance rights plan. However, any dealing in those securities remains subject to this policy and the provisions of the Corporations Act;
  - (iii) transfer Poseidon securities already held into a self-managed superannuation fund or other saving scheme in which the restricted person is a beneficiary;
  - (iv) acquire Poseidon's ordinary shares by conversion of securities giving a right of conversion to Poseidon's ordinary shares;
  - (v) acquire Poseidon's securities under a bonus issue made to all holders of securities of the same class;
  - (vi) undertake to accept, or accept, a takeover offer;
  - (vii) invest in, or trade in units of, a fund or other scheme (other than a scheme only investing in the securities of Poseidon) where the assets of the fund or other scheme are invested at the discretion of a third party;
  - (viii) a disposal of Poseidon securities that is the result of a secured lender exercising their rights under a loan or security agreement;
  - (ix) where a restricted person is a trustee, trade in the securities managed by that trust provided the restricted person is not a beneficiary of the trust and any decision to trade during a prohibited period is taken by the other trustees or by the investment managers independently of the restricted person;
  - (x) trade 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 or 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 deciding 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.

- (b) If a Poseidon Person undertakes any of the actions described in paragraph (a), that Poseidon Person must advise the relevant Authorising Officer (as set out in clause 4.2(c)).

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## **7 ASX Notifications**

- (a) Poseidon must notify ASX within 5 business days after any change to a director's relevant interest in Poseidon securities or a related body corporate of Poseidon, including whether the change occurred inside a Blackout Period and, if so, whether prior written clearance was provided.
- (b) To enable Poseidon to comply with the obligation set out in paragraph (a), a director must immediately (and no later than 3 business days after any relevant event) notify the Company Secretary in writing of the requisite information for the Company Secretary to make the necessary notifications to the Australian Securities and Investments Commission and ASX as required under the Corporations Act and ASX Listing Rules.
- (c) If Poseidon makes a material change to this trading policy, the amended trading policy will be provided to the ASX for release to the market within 5 business days of the material changes taking effect.

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## **8 General**

- (a) A breach of this policy will be regarded seriously and may lead to disciplinary action, including dismissal.
- (b) This policy will be made available on the Poseidon website.
- (c) If you require any further information or assistance, or are uncertain about the application of the law or this trading policy in any situation, please contact the Company Secretary.