

Policy

Share Trading

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Connecting health solutions



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1. Background and purpose

Sigma Healthcare is listed on the ASX (which means its shares are publicly traded on that exchange). It is critical that Sigma has appropriate controls and processes to meet its regulatory requirements, to protect executives and Team Members from inadvertently breaching the law and to manage reputational risks associated with insider trading.

The Board has established this Share Trading Policy to ensure:

- any dealings in Sigma Shares and other securities by Specified Persons and Team Members comply with legal and regulatory requirements (including the prohibition against insider trading);
- Sigma Healthcare maintains market confidence in the integrity of dealings in Sigma Shares;
- Sigma Healthcare protects shareholder interests.

Sigma Healthcare encourages executives and Team Members to be long term shareholders in Sigma Healthcare. This document is intended to assist executives and Team Members to comply with their legal obligations relating to securities trading, particularly while in possession of Unpublished Price Sensitive Information. This policy is not designed to prohibit executives and Team Members from investing in Sigma Shares or other securities, but does recognise that there may be times when they cannot or should not trade. To this end, this policy imposes Closed Periods during which trading is prohibited without written consent.

2. Application

This Share Trading Policy applies to individuals performing the following roles:

- all Directors, Officers and other Key Management Personnel of Sigma Healthcare and its related bodies corporate (**Specified Persons**);
- all full-time, part-time, casual employees of Sigma Healthcare and its related bodies corporate (**Team Members**); and
- all contractors and secondees of Sigma Healthcare and its related bodies corporate (where context requires contractors and secondees are included within the meaning of Team Members).

This Share Trading Policy also extends (in certain respects) to **Associates** (for example your family members and to companies, trusts and entities controlled by them).

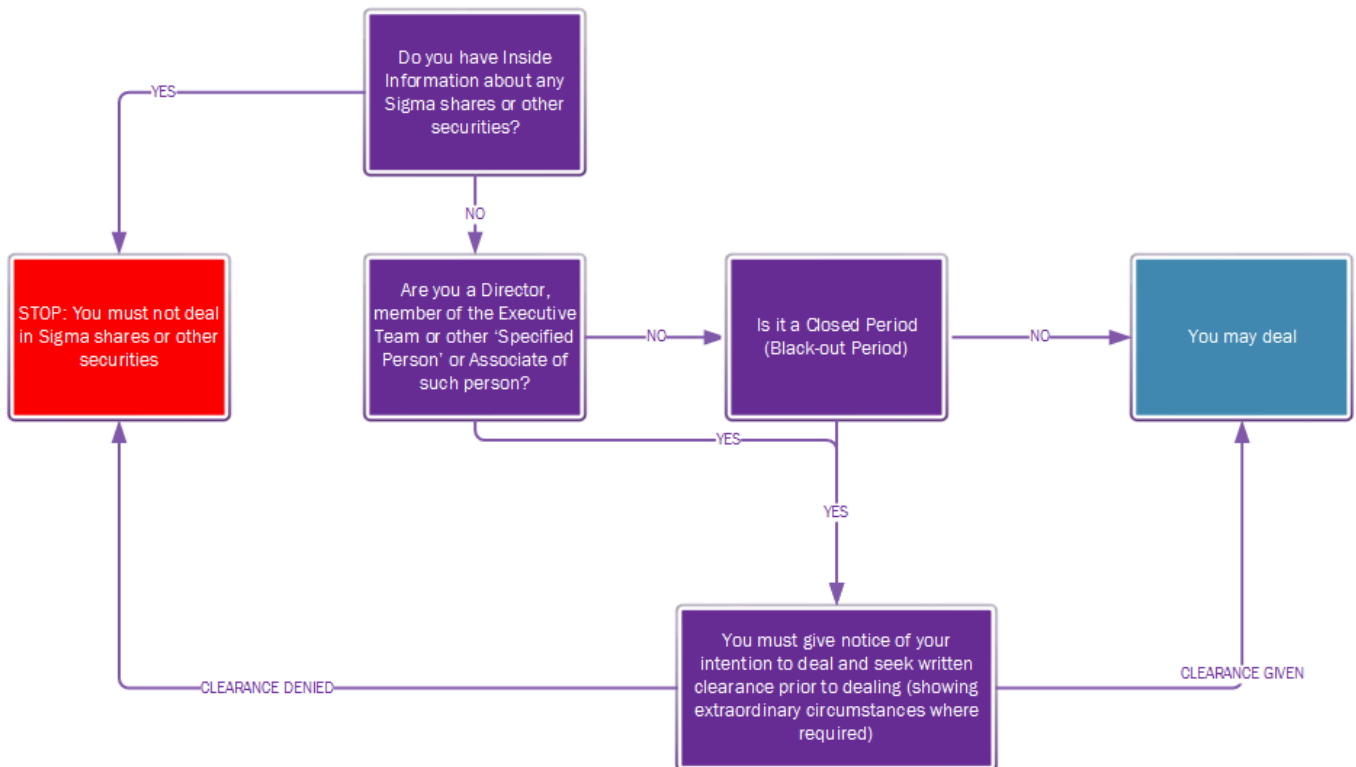
Sigma Healthcare publishes a copy of this Share Trading Policy on its website and intranet and holds training sessions about this policy to ensure that Team Members are aware of their obligations and responsibilities. A copy of this Share Trading Policy is provided to ASX for release to the market. This Policy should be read in conjunction with Sigma's Code of Conduct.

3. Main points

Application	General restrictions	Additional restrictions
<ul style="list-style-type: none"> • Policy applies to all Specified Persons, Team Members. • Every individual is responsible for complying with this policy and ensuring he/she upholds Sigma's value of integrity. • A breach of this policy will result in disciplinary action which may include 	<p>Apply to all Team Members and Specified Persons</p> <ul style="list-style-type: none"> • Do not deal (or get others to deal) in securities if you possess Unpublished Price-sensitive Information • Do not communicate Unpublished Price-sensitive Information to other people 	<p>If your role makes you a Specified Person then additional restrictions apply to you and your Associates:</p> <ul style="list-style-type: none"> • Only deal in shares issued by Sigma when cleared to do so (see section 12) • If you possess Unpublished Price-sensitive Information, the general restrictions apply and you must not

<p>the termination of an individual's employment or engagement.</p> <ul style="list-style-type: none"> In addition, insider trading has serious consequences for Sigma and for individuals personally, including criminal and civil liability. 	<ul style="list-style-type: none"> General restrictions apply to securities of Sigma and securities of other entities which are affected by the Unpublished price-sensitive Information <p>See Chapter 3.</p>	<p>deal even if you have prior written clearance.</p> <p>See Chapter 4.</p>
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4. Diagram summary of Share Trading Policy



5. Legal obligations

Insider trading prohibition

The Corporations Act prohibits a person from dealing, or procuring other persons to deal, in the securities of a company if the person:

- possesses inside information about the company; and
- knows, or ought reasonably to know, that the information is inside information.

In addition, ASX Listing Rules and ASX Corporate Governance Principles and Recommendations set out requirements for responsible trading in listed shares and the content of share trading policies.

Consequences for breach of law

Insider trading has serious consequences for an individual personally and for Sigma, including criminal and civil liability.

Liability for insider trading is strict. This means the purpose or motive for the transaction is irrelevant. It is also irrelevant if the individual (or another person) benefited from the transaction or not, or that the transaction had no connection with the inside information (for instance, if an individual had been planning the transaction for some time before acquiring the inside information). It is also irrelevant that the individual disclosed his or her intentions to, or obtained the permission of anyone in Sigma or any other person.

If you are a Specified Person, the Additional Restrictions set out in Chapter 4 of this Policy apply even if you do not have any Unpublished Price-Sensitive Information.

Consequences for breach of this Policy

This policy applies always including when an individual is on leave, whether paid or unpaid, or on other absences from work such as a career break or parental leave.

If an individual breaches this policy (including a direct breach or, if the individual is a Specified Person, a breach because an Associate has not complied with the Policy) the individual must promptly notify:

- > in the case of Directors, the Company Secretary; and
- > in all other cases, his or her line manager.

For Team Members, any breach of this policy will result in disciplinary action, which may include termination of employment. In instances of insider trading this action will usually be summary dismissal. For Directors and contractors, a breach of this policy may result in termination of engagement. Liability for insider trading is strict and so is the requirement to comply with this policy. In considering the consequences of a breach of this policy, the purpose or motive for the dealing is irrelevant. It is also irrelevant if the individual (or another person) benefited from the dealing or not, or that the transaction had no connection with the inside information (e.g. if the transaction had been planned for some time before acquiring the inside information).

6. Key legal terms

Meaning of 'deal' or 'dealing'

'Deal' or 'dealing' means applying for, acquiring or disposing of securities, or entering an agreement to do any of those things. In practical terms, this covers buying, selling, transferring or entering arrangements to do any of those things. Other examples include:

- granting, acquiring or disposing of any beneficial interest in securities (or any option or other right to acquire or dispose of securities), including off-market dealings;
- applying for, acquiring or exercising options or performance rights over securities;

- making an election to participate or cease participation in a dividend reinvestment plan or share purchase plan;
or
- agreeing to do any of the above things.

Meaning of 'shares' or 'securities'

Shares or securities include but are not limited to:

- shares;
- options;
- hybrids;
- derivatives;
- debt securities;
- interests in managed investment schemes; and
- any other financial products able to be traded on a financial market.

Meaning of 'Inside information'

Inside Information is information about a company that is not generally available and that, if it were to be made generally available, would reasonably be expected to have a material effect on the price or value of Securities issued by the company. Information is generally available if:

- it consists of readily observable matter; or
- it has been publicly disclosed by an announcement to the ASX and a reasonable period for its dissemination among investors has elapsed; or
- it consists of deductions, conclusions or inferences made or drawn from other generally available information.

Inside Information can include matters of speculation or supposition and matters relating to intentions or likely intentions of a person. Examples of information that might be inside information includes:

- financial performance against budget;
- current or expected future financial performance, particularly in comparison with forecast results or market expectations;
- a substantial transaction under consideration – for example news of a pending or proposed merger, joint venture or acquisition, news of a disposal or significant assets or a subsidiary;
- news of solvency problems, proposed or pending financings;
- defaults or potential defaults in material obligations;
- changes in senior key management;
- actual or proposed change to capital structure, including a share issue or a debt refinancing; and
- a material claim or unexpected liability.

Meaning of 'Unpublished Price-sensitive Inside Information'

Unpublished price sensitive information need not relate to Sigma, it could relate to any external entity. For example, it could be information about a customer, a supplier, or someone with whom Sigma is discussing future opportunities.

Unpublished Price-sensitive Inside Information is Inside Information which is not generally available but would, if the information were generally available, be likely to have a material effect on the price or value of Sigma or another entity's securities. Information is regarded as being likely to have a material effect if it would, or would be likely to, influence persons who commonly invest in securities or other traded financial products in deciding to deal in the securities of the affected entity.

7. Overriding prohibition on Insider Trading

No dealing if in possession of Unpublished Price-sensitive Information

- All Specified Persons, Team Members (including relevant contractors) must not deal, or procure a person to deal, in Sigma Shares at any time if they are in possession of Unpublished Price-sensitive Information relating to Sigma
- All Specified Persons, Team Members (including relevant contractors) must not deal or procure someone else to deal in any securities of any other company or entity while in possession of Unpublished Price-sensitive Information relating to that company or entity.

These general restrictions apply at all times and override all other provisions of this policy.

No unauthorised communication of Unpublished Price-sensitive Information

- Specified Persons, Team Members (including relevant contractors) must not communicate Unpublished Price-sensitive Information relating to Sigma Share or securities of any other company or entity to any other person where they know, or ought reasonably to know, that the other person would be likely to deal in the relevant securities or procure someone else to do so.
- The above restriction extends to passing on Unpublished Price-sensitive Information to another Specified Person or Team Member or to an Associate; giving hints or tips about the Unpublished Price-sensitive Information to someone else; causing someone else to communicate the Unpublished Price-sensitive Information to another person (or otherwise indirectly communicating the information).

This restriction is separate from, and additional to, the other duties of confidentiality owed by the Specified Person, Team Member and relevant contractors through their office, employment or engagement within Sigma.

Responsibility for compliance by Associates

Specified Persons, Team Members (including relevant contractors) need to ensure that their Associates are aware of the requirements of this policy that apply to their Associates and take reasonable steps to ensure that their Associates comply with those requirements. This includes taking all reasonable steps to ensure that Associates do not deal in Sigma Shares during Closed Periods.

8. Closed periods

In addition to the general restrictions in section 7, to minimise the risk of insider trading but also to avoid the appearance of insider trading, all Specified Persons, Team Members (including relevant contractors) are prohibited from dealing in Sigma Shares during Closed Periods (or 'Black-out periods').

Closed Periods (or Black-out Periods) are shown in the diagram below and are set around Sigma's key annual financial reporting / other significant events as follows:

- the end of Sigma's half-year period (31 July) until close of business on the day after Sigma releases its half year results announcement to the ASX;
- the end of Sigma's full year period (31 January) until close of business on the day after Sigma releases its full year results announcement to the ASX; and
- at such other time as the Board of Directors of Sigma prohibits.

Black-out periods – prohibited trading:



9. Short-term or speculative dealing

Sigma encourages Team Members to be long-term investors in Sigma Shares and to act in a way that promotes growth in long-term returns for all holders. Speculation in short-term fluctuations in the value of Sigma Shares does not promote market confidence in the integrity of Sigma or Sigma Team Members. Sigma Team Members must not deal in Sigma Shares as a short-term trader or on a speculative basis. Sigma Team Members who acquire Sigma Shares must not dispose of those shares, or enter arrangements (such as margin loans) which could result in those shares being disposed of, within 12 months of acquisition. This prohibition does not apply to:

- shares acquired through the exercise of an option or similar right where the option or right has been held for at least 12 months;
- shares acquired by Sigma Team Members under Sigma's Long Term Incentive Plan, Sigma's Share Purchase Plan, or Sigma's Employee Share Plan; and
- share rights acquired pursuant to an entitlement offer made on a pro-rata basis to all Sigma Shareholders.

Similarly, Sigma Team Members are prohibited from entering short selling or stock lending arrangements in relation to Sigma Shares.

10. Derivatives and margin loans

Sigma may grant Sigma Shares, options or performance rights to Sigma Team Members as part of their remuneration entitlements. These grants will usually be subject to the satisfaction of performance hurdles before they vest. The use of derivatives over unvested Sigma Shares has the potential to allow Sigma Team Members to realise value from those securities even if the performance hurdles have not been satisfied. This would undermine the intended alignment between the performance of Sigma Team Members and the interests of Sigma shareholders.

Sigma Team Members are not permitted to use derivatives in relation to any unvested Sigma Shares. For this purpose, a derivative includes any option, forward contract, swap, futures contract or warrant, or any other arrangement, which itself or in combination with one or more other derivatives would have the effect of providing a Sigma Team Member with a greater benefit than would otherwise have been realised in respect of the unvested Sigma Shares. Sigma Team Members may use derivatives in relation to Sigma Shares which have vested, provided any dealing in those derivatives complies with the other requirements of this policy and the Sigma Shares are not subject to a holding lock.

Margin loans to support an investment in Sigma Shares can compromise compliance with this policy, as the terms of the loan may compel the sale of Sigma Shares during a Closed Period or when the Team Member has relevant inside information.

Team Members are prohibited from entering margin loan arrangements to fund the acquisition of Sigma Shares or in relation to which Sigma Shares may be used as security against loan repayment.

Chapter 4 – Additional restrictions for Specified Persons

11. Who is a Specified Person?

Additional safeguards are necessary to avoid the potential for adverse public perceptions of Sigma because of dealings in Sigma Shares by Directors, Officers and Team Members in senior roles.

For the purposes of this Policy, these Sigma Team Members are 'Specified Persons':

- Sigma Director;
- a member of Sigma's Executive Team;
- any other Sigma Team Member who falls within the definition of key management personnel as defined in Australian Accounting Standard AASB 124 (Related Party Disclosures), being those persons having authority and responsibility for planning, directing and controlling the activities of Sigma, directly or indirectly.

The Chairman may, from time to time, designate any Sigma Team Member to be a Specified Person under this policy.

12. Clearance for Specified Persons to deal

Prior written clearance required

Any Specified Person who proposes dealing in Sigma Shares must, before the dealing occurs, notify the Company Secretary of the proposed dealing by completing and submitting a notice in the form prescribed by the Company Secretary.

The Company Secretary will then obtain written clearance from the Chairman or the CEO where the Chairman is not available. In the case of clearance required in respect of the Chairman, the Chairman must first inform and obtain written clearance from the CEO. The Chairman may choose to delegate the decision to grant a clearance to trade to a Specified Person who is not a Director or a member of Sigma's Executive Team to the CEO or the Company Secretary (unless it is the Company Secretary doing the trading in which case the Chairman or the CEO are responsible for making the clearance decision).

Factors considered when granting a clearance to trade

The decision to grant a Specified Person a clearance to trade is one that should be made judiciously. No clearance to trade will be given during a Closed Period as these are periods when the risk of insider trading, or the appearance of insider trading is high. A clearance to trade should not be granted where:

- there is a matter in relation to which inside information in respect of Sigma Shares (whether the Specified Person knows about the matter or not) when the Specified Person requests clearance or proposes to deal in Sigma Shares;
- the Chairman (or other person making the clearance decision) has any other reason to believe that the proposed dealing breaches this policy.

Any clearance to trade can be given or refused, without giving reasons.

Trading following clearance

If clearance to trade is refused, the person seeking the clearance must keep that information confidential and not disclose it to anyone.

The Specified Person must not undertake the proposed dealing until it has been approved (cleared) in writing. Additionally, even if a trading clearance has been granted the person remains prohibited from trading under this policy and under insider trading laws if the person is in possession of Unpublished Price-sensitive Inside Information at the time of the trade (i.e. general restriction still applies).

A clearance to undertake the proposed dealing will be valid for two business days (but completion of the proposed dealing must not occur during a blackout period and must otherwise comply with the requirements of this policy). If

clearance is given, the Specified Person may trade within two business days after receiving the clearance. The Specified Person will be notified if the clearance decision changes within those two business days. A further application will need to be made if no trading takes place within the two business days and the Specified Person still wishes to deal.

13. Records

Notification of deal

Directors need to comply with their notification obligations in relation to dealings in Sigma Shares under the terms of the engagement (for compliance with ASX Listing Rule 3.19A and section 205G of the Corporations Act). Other Specified Persons need to give the Company Secretary (or in the case of the Company Secretary, the CEO) written confirmation of the details of any dealing in Sigma Shares by the Specified Person or any of their Associates within three business days after the dealing is completed.

Company Secretary records

The Company Secretary must keep a written record of any clearance provided under this policy. The written record must include:

- any information received from the Specified Person relating to this policy, including the number and type of Sigma Shares; the price at which the shares were traded; and the date and approximate time on which the trade occurred.
- All applications for and clearance decisions made under this policy.

14. Exceptional circumstances

Clear trading on basis of exceptional circumstances

There may be extraordinary circumstances in which a Specified Person, Team Member or relevant contractor ought to be granted special dispensation to trade in what would otherwise be a prohibited period, subject to receiving prior written clearance from the Chairman, or in the case of the Chairman, the CEO who can provide a safety check that the risk of insider trading, or the appearance of insider trading, is not unacceptable.

The Chairman or the CEO may obtain legal advice on this question at Sigma's expense. Types of circumstances which may be considered extraordinary circumstances for these purposes include:

- A pressing financial commitment on the part of the Specified Person, Team Member or relevant contractor that cannot otherwise be satisfied;
- Severe financial hardship; or
- Where there is a court order, or there are court enforceable undertakings to transfer or sell Sigma Shares (for example a bona-fide family settlement) or there is some other overriding legal or regulatory requirement to do so.

The discretionary power of the Chairman or CEO under this section is to be exercised sparingly and with caution. The Chairman or CEO may require that the person seeking clearance based on exceptional circumstances to provide evidence to substantiate the exceptional circumstances.

Insider trading laws still apply

Even if a trading clearance has been granted based on exceptional circumstances the person remains prohibited from trading under this policy and under insider trading laws is the person is in possession of Unpublished Price-sensitive Inside Information at the time of the trade (i.e. general restriction still applies).

15. Other exceptions

The additional restrictions on Specified Persons in Chapter 4 do not apply to dealing by a Specified Person or their Associate that constitutes or involves, or results directly from, any of the acts or circumstances set out below. To avoid doubt, all such dealing remains subject to the Overriding Prohibition on Insider Trading (see section 7).

Exception	Details
Takeover bids	Accepting, or undertaking to accept, an offer for Sigma Shares made under a takeover bid.
Scheme, buy-back or capital reduction	Disposing of Sigma Shares under a court approved compromise or arrangement under Part 5.1 of the Corporations Act, or under an equal access scheme buy-back or equal reduction of capital pursuant to Part 2J of the Corporations Act.
Rights issue or bonus issue	Disposing of rights acquired, or acquiring Sigma Shares, under a rights issue offered to all or most of the ordinary shareholders of Sigma, or acquiring Sigma Shares under a bonus issue made to all or most of the ordinary shareholders of Sigma.
Company share and option plans	If Team Members (other than non-executive Directors of Sigma) participate, or are eligible to participate, in a Sigma employee share, option or other equity plan ("Plan"), then: applications to participate in the relevant Plan; acquisitions of shares (as applicable) under the relevant Plan; and

Exception	Details
	<p>variations of instructions in relation to levels of participation in the relevant Plan, may be made at any time whether during the Closed Period(s) or not.</p> <p>To avoid doubt, if non-executive Directors of Sigma participate or are eligible to participate in a non-executive director share plan then: applications to participate in the relevant Plan; acquisitions of shares (as applicable) under the relevant Plan; and variations of instructions in relation to levels of participation in the relevant Plan, may only be made in compliance with this Share Trading Policy and may not be made during the Closed Periods.</p>
Dividend Reinvestment Plans	<p>Accepting an offer of (or invitation to apply for) Sigma Shares made under, or acquiring Sigma Shares under, any dividend reinvestment plan or security purchase plan made available to all or most of the ordinary shareholders of Sigma.</p>
Offer under prospectus or PDS	<p>Accepting an offer of, or invitation to apply for, Sigma Shares made in (or accompanied by) a prospectus or product disclosure statement.</p>
Third Party Investments	<p>Consequential dealing in any Sigma Shares that occurs as a result of the Specified Person or their Associate holding, acquiring or dealing in units, shares or other securities of a managed investment scheme, listed investment company, exchange-traded fund or similar investment vehicle that is managed by a third party and holds, acquires or disposes of Sigma Shares as part of its investment portfolio.</p>
Other trustees	<p>Where the Specified Person or their Associate is a trustee, dealing in Sigma Shares by the trust provided that neither the Specified Person nor any Associate is a beneficiary of the trust and any decision to trade is taken by another trustee or by an investment manager independently of the Specified Person and their Associates.</p>
Off-market transactions	<p>An off-market transaction involving the transfer or other disposal of any Sigma Shares from a Specified Person (or their Associate) to, or to a Specified Person (or their Associate) from, any of the following: an Associate of the Specified Person (or, in the case of a Associate, the relevant Specified Person); a company, trust or other entity over which the relevant Specified Person or a Associate of the Specified Person has control or significant influence (whether alone or jointly with any of their respective Associates); or a superannuation fund or other retirement, pension or saving scheme in which the relevant Specified Person or an Associate of the Specified Person is a beneficiary.</p>
Gifts and inheritance	<p>An off-market transaction in any Sigma Shares where no or only nominal consideration is given or received by the Specified Person or any of their Associates in respect of the relevant transaction (including a transfer of Sigma Shares by the legal personal representative of any person to a beneficiary of that person's estate).</p>

16. Interpretation

In this policy, unless the context otherwise requires:

- the singular includes the plural and vice versa;
- another grammatical form of a defined word or expression has, when capitalised or otherwise used, a corresponding meaning;
- a reference to a person (or someone else) includes an individual, body corporate, partnership, firm, association or other entity;
- the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and
- a reference to a section or a schedule is to a section or schedule of this policy.

Headings are for convenience only and do not affect interpretation.

17. Defined terms

In his policy (unless the context otherwise requires):

Term	Definition
ASX	means ASX Limited.
Associate	means in relation to a person (A), means: a spouse or de facto partner of A; a dependant child or other dependant of A or A's spouse or de facto partner; anyone else who is in A's family and may be expected to influence, or be influenced by, A in relation to dealings in securities; or a company, trust or other entity that A or any of their family members referred to above controls (whether alone or jointly with each other).
Board	means the <i>Directors</i> of Sigma from time to time, acting as a board.
Chairman	means chairman of the <i>Board</i>
Closed Period	has the meaning given in Chapter 3
Company Secretary	means the company secretary of <i>Sigma</i>
Deal or 'deal'	is defined in Chapter 2
Director	means a director of Sigma
Derivatives	has the meaning given in the Corporations Act, and includes the following if they relate to or derive value from Sigma Shares or the securities of another relevant entity: put or call options, exchange traded options, forward contracts, futures, warrants, depositary receipts, structured financial products, swaps, contracts for difference, spread bets,

Term	Definition
	caps and collars and any other hedging or investment arrangement that derives value from the relevant underlying security or asset.
<i>Employee Incentive Plan</i>	means any equity-based incentive plan operated by Sigma (including the [insert] and any successor or similar plans).
<i>Executive Team</i>	means any Team Member reporting to the CEO who is disclosed as a member of the executive team on Sigma’s website from time to time.
<i>Sigma Group</i>	means Sigma and its subsidiaries.
<i>Sigma</i>	means Sigma Healthcare Limited ABN 15 088 417 403
<i>Sigma Shares or Sigma securities</i>	means securities issued or made available by any member of the Sigma Group; and securities issued or made available by any person in or over, or relating to or deriving value from those securities.
<i>Securities</i>	means shares (including ordinary and preference shares), debentures, any legal or equitable right or interest in shares, options or rights to acquire shares, convertible notes, Derivatives, interests in managed investment schemes, superannuation products and any other financial products (as defined in the Corporations Act) that can be traded on a financial market.
<i>Specified person</i>	is defined in Chapter 4
<i>Team Member</i>	means any full time, part time or casual employee of any member of Sigma Group and extends to any secondee, contractor or consultant of, or adviser to, any member of Sigma Group whose terms of engagement require them, or who have been given written notice (which may be by email) from the Company Secretary or Chief Executive Officer that they are required, to comply with this policy as though they were an employee.
<i>Unpublished Price Sensitive Inside Information</i>	is in Chapter 2

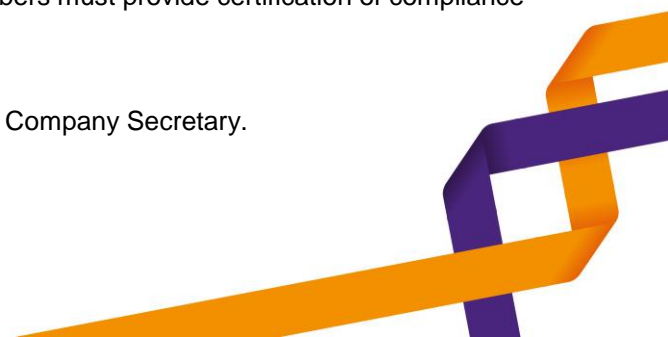
18. Further information

Monitoring compliance

Sigma may audit compliance with this policy by any Specified Person or other Team Member (or any of their Associates). Upon request, Specified Persons and other Team Members must provide certification of compliance with this policy (or details of any non-compliance).

More information

If you have any questions arising from this policy, please contact the Company Secretary.



19. Document control and related documents

Name of document	Share Trading Policy	SG-LSC-GP-2A1
Document Author	Senior Legal Counsel	
Document Approver	Board	
Document Reviewers	CFO	RMAC
Review Period	Two-yearly	
Related documents	Code of Conduct	
Change record	Version	Change Notes
	Publish date	