
Securities Trading Policy

Mantra Group Limited ACN 137 639 395

Adopted by the Board on 7 March 2014

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1 Purpose

- (a) The *Corporations Act 2001* (Cth) (the **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 Mantra Group Limited (**Mantra** or the **Company**) and other designated persons (as defined below), in securities in Mantra about which they acquire Inside Information through their position or dealings with Mantra.
- (c) This policy is not designed to prohibit Mantra Persons from investing in Mantra securities, but does recognise that there may be times when Mantra Persons and Key Management Personnel cannot or should not invest in Mantra securities.

2 Definitions

For the purposes of this Policy:

- (a) “**Board**” means the board of directors of the Company from time to time;
- (b) “**Mantra Person**” means:
 - (i) all Directors and Senior Management and any other person designated a Mantra 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, dependent child, a close relative or a person acting in concert with any of the persons referred to in sub-paragraph (i) above.
- (c) “**Closed Period**” has the meaning given in section 4.1 of this policy;
- (d) “**Company Secretary**” means the secretary of the Company from time to time;
- (e) “**Directors and Senior Management**” means each director of Mantra, the Chief Executive Officer, the Chief Financial Officer and Company Secretary of Mantra, 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;

3 Insider trading

3.1 General prohibition on insider trading

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

3.2 Inside Information

A Mantra 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 Mantra'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 Mantra'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 "Mantra's securities" should be read as references to the securities of the outside company.

4 Restrictions on trading during Closed Periods

4.1 Closed periods

- (a) Mantra Persons must not, subject to sections 4.3 and 6, buy or sell Mantra securities during a Closed Period.
- (b) A "**Closed Period**" is any period of time:
 - (i) commencing from the end of 31 December until the end of the trading day on which Mantra's half-year financial results are released to ASX;
 - (ii) commencing from the end of 30 June until the end of the trading day on which Mantra's annual financial results are released to ASX;

- (iii) commencing four weeks prior to Mantra’s Annual General Meeting and ending at the end of the day on which Mantra’s Annual General Meeting is held; and
- (iv) any other period that the Board specifies from time to time.

4.2 Notifications

(a) Mantra Persons must:

- (i) prior to dealing in Mantra securities outside a Closed Period or where paragraph 5 requires the person to obtain a consent under paragraph 4.2, notify the relevant person in paragraph 4.2(b) (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 Mantra securities, provide the Authorising Officer with a transaction confirmation.

(b) Authorising Officer

Mantra Person seeking authorisation	Authorising Officer
<i>Chair of the Board</i>	The Chair of the Audit and Risk Management Committee or, in his/her absence the Chair of the Nomination and Remuneration Committee
<i>Other directors and Company Secretary</i>	The chair of the Board or, in his/her absence either: <ul style="list-style-type: none"> (i) the Chair of the Audit and Risk Management Committee; or (ii) the Chair of the Nomination and Remuneration Committee if the Mantra Person seeking authorisation is the Chair of the Audit and Risk Management Committee.
<i>Any other Mantra Person</i>	The Company Secretary or, in his/her absence, the Chief Executive Officer.

4.3 Exceptional circumstances

- (a) In exceptional circumstances the Company Secretary (or, in the case of directors, the chair) or their delegate, has discretion to approve dealings in Mantra securities during Closed Periods, 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 Mantra’s securities submitted by a Mantra Person; and
- (b) details of all dealings in Mantra’s securities made by an Mantra Person.

5 Other restrictions

5.1 No speculative trading

Under no circumstances should Mantra Persons engage in short-term or speculative trading in Mantra securities. This prohibition includes short term direct dealing in Mantra 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 Mantra securities (or Mantra products in the derivatives markets):

- (a) is prohibited at any time in respect of any Mantra 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:

- (c) amount to “short selling” of securities beyond the Mantra Person’s holding of securities;
- (d) operate to limit the economic risk of any Mantra Person’s security holding (e.g. hedging arrangements) including Mantra’s securities held beneficially (for example, in trust or under any Mantra incentive plan) on that Mantra Person’s behalf; or
- (e) otherwise enable a Mantra Person to profit from a decrease in the market price of securities.

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

- (a) Mantra 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 Mantra securities which are unvested or subject to a holding lock, to secure any obligation of that Mantra Person or any third party; or enter into any margin lending arrangement involving Mantra securities.
- (b) Unless paragraph (a) applies, Mantra Persons may, directly or indirectly, grant any form of security (whether by way of charge, mortgage, pledge or otherwise) over any Mantra securities, to secure any obligation of that Mantra Person or any third party; or enter into any margin lending arrangement involving Mantra securities, with consent under paragraph 4.2.

6 Exemptions

- (a) Mantra Persons may at any time:
- (i) trade Mantra 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 Mantra securities already held into a self-managed superannuation fund or other saving scheme in which the restricted person is a beneficiary;
 - (iv) acquire Mantra's ordinary shares by conversion of securities giving a right of conversion to Mantra's ordinary shares;
 - (v) acquire Mantra'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 Mantra) where the assets of the fund or other scheme are invested at the discretion of a third party;
 - (viii) a disposal of Mantra 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 Mantra Person undertakes any of the actions described in paragraph (a), that Mantra Person must advise the relevant Authorising Officer (as set out in clause 4.2(b)).

7 ASX Notifications

- (a) Mantra must notify ASX within 5 business days after any change to a director's relevant interest in Mantra securities or a related body corporate of Mantra, including whether the change occurred during a Closed Period and, if so, whether prior written clearance was provided.
- (b) To enable Mantra 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 Mantra makes a material change to this trading policy, the amended trading policy will be provided to 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) 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.