

Application of Policy:	Global This Policy applies to all Employees and every member of the Group. Certain employees of the Group are also subject to the securities trading rules established by Omni Bridgeway Management (USA) LLC, a subsidiary of the Company which is a registered investment adviser with the Securities and Exchange Commission.
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Definitions: Capitalised terms used throughout this Policy are defined in paragraph 9.

1. Purpose

This Policy provides restrictions in dealing with the Company's Securities and other restricted dealings so that Restricted Persons do not trade in securities in a way that breaches insider trading laws and provides confidence to the market that trading practices are ethical and honest. The Company will also consider restricting trading where transactions may reflect badly on the person or the Company.

Whilst the Group encourages its Directors and Employees to hold Securities in the Company, all such Directors and Employees have a personal responsibility to ensure that they comply with the law and with this Policy.

Employees also need to carefully consider when working on specific projects that they may have access to Inside Information in securities other than those issued by the Company and that they therefore cannot trade in such securities.

All holders of Securities have an obligation NOT to Deal in those Securities if in possession of Inside Information. If in doubt, please contact the Company Secretary or Compliance for non-OBL securities immediately.

2. Dealings prohibited at all times

2.1. Insider Trading

Notwithstanding any other provision of this Policy, if any person possesses Inside Information, that person must not Deal, or get others to do so, or pass on the Inside Information to others. This prohibition applies regardless of how the person becomes aware of the Inside Information.

2.2. Margin Lending and other secured financing arrangements

Restricted Persons must not, without the prior written consent of a Designated Officer:

- (a) enter into any margin loan arrangements in relation to a Dealing in the Company's Securities;
- (b) use the Company's Securities as collateral in any financial transactions, or grant or permit to exist any encumbrance over the Company's Securities, including in connection with margin loan arrangements; or
- (c) engage in any lending arrangements in respect of the Company's Securities.

2.3. Other Prohibited Dealings

In addition to the prohibition on insider trading in paragraph 2.1, a Restricted Person must not:

- (a) Deal in the Company's Securities:
 - (i) where the Dealing is of a Short-Term Nature;
 - (ii) where the Dealing by its timing, size or regularity will have the effect or likely effect of bringing the Company into disrepute amongst shareholders or potential investors; or
 - (iii) where it is unlawful to do so; or
- (b) deal in the securities of any other entity where such Restricted Person, or the Company, is in possession of information that is not generally available to the market but which, if generally available, might materially impact the price or value of the applicable entity's securities. Where the Company is in receipt of such information, the applicable issuers will be listed on the Company's Restricted List.
- (c) directly or indirectly, enter into, trade in, acquire, dispose of, vary or otherwise deal in any Litigation Event Contract. This prohibition applies regardless of whether the relevant litigation, arbitration, regulatory proceeding or dispute resolution process involves the Company, any member of the Group, any fund, investment, client, counterparty or other matter in which the Group has, or may have, an interest. For the avoidance of doubt, this prohibition applies to any Dealing by an Associate of a Restricted Person, and a Restricted Person must not procure, encourage, advise or arrange for another person to enter into, trade in or otherwise deal in a Litigation Event Contract.

3. Dealing by Restricted Persons

3.1. Dealings by a Manager

A Manager may only Deal in the Company's Securities during the following **"Open Periods"**:

- (a) the four (4) week period commencing on the first Trading Day after the date of the Company's annual general meeting;

- (b) the six (6) week period commencing on the first Trading Day after the release of the Company's half-yearly results;
- (c) the six (6) week period commencing on the first Trading Day after the release of the Company's preliminary final results and final results to ASX;
- (d) the four (4) week period commencing on the first Trading Day after the release of the Company's quarterly Investment Portfolio Report to the ASX as at 31 March;
- (e) the four (4) week period commencing on the first Trading Day after the release of a disclosure document offering securities in the Company; or
- (f) such period commencing and ending on dates which may be determined by the Board (or its delegate(s)¹) from time to time,

provided that the Manager is not in possession of any Inside Information relating to the Company's Securities and complies with the requirements detailed in this paragraph 3.

3.2. Dealings by Restricted Persons (other than a Manager)

A Restricted Person (other than a Manager) may Deal in the Company's Securities at any time except for during the following "**Closed Periods**":

- (a) the period commencing on and from 1 January of the relevant calendar year and ending two weeks after the release of the Company's half-yearly results to the ASX;
- (b) the period commencing on and from 30 June of the relevant calendar year and ending two weeks after the release of the Company's annual financial results to the ASX; and
- (c) such period commencing and ending on dates which may be determined by the Board (or its delegate(s)²) from time to time,

Trading is permissible provided that the Restricted Person (other than a Manager) is not in possession of any Inside Information relating to the Company's Securities and complies with the requirements detailed in this paragraph 3.

3.3. Restrictions on Dealing by Restricted Persons

- (a) Before a Restricted Person may Deal with the Company's Securities in accordance with paragraph 3.1 or 3.2 (as applicable), a Restricted Person must comply with the applicable requirements in paragraph 3.4.
- (b) Dealing in Securities notified in accordance with the procedure in paragraph 3.4, will not be permitted if any of the following factors exist:

¹ The Board has delegated authority to the Chair of the Board and the Chair of the Audit & Risk Committee to make a determination under paragraph 3.1(f).

² The Board has delegated authority to the Chair of the Board and the Chair of the Audit & Risk Committee to make a determination under paragraph 3.2(c).

- (i) the Company is currently not in compliance with its continuous disclosure obligations under Listing Rule 3.1;
- (ii) the Restricted Person possesses any Inside Information in relation to the Company's Securities; and
- (iii) in respect of a Manager, the Company is withholding any material information from disclosure by reason of the exceptions to Listing Rule 3.1A (namely under Listing Rules 3.1A.1, 3.1A.2 and 3.1A.3).

3.4. Pre-Dealing Requirements

- (a) Before Dealing, or giving instructions for Dealing or causing anyone else to Deal, in the Company's Securities, the Restricted Person must:
 - (i) request approval from the relevant Designated Officer(s) in writing (including email or via the Company's online portal) to Deal (or to cause someone else to Deal) in the Company's Securities. Such request to include confirmation that the Restricted Person does not hold any Inside Information;
 - (ii) have received an approval from the relevant Designated Officer in writing (including email or notification via the Company's online portal) which may attach conditions to any clearance as determined by the Designated Officer; and
 - (iii) have complied with any conditions on Dealing imposed by a Designated Officer relevant to that Restricted Person.
- (b) The Board, Chair, Managing Director or Company Secretary may seek appropriate legal advice to ensure the proper provision, or otherwise, of a clearance under this paragraph, and the cost of such advice shall be borne by the Company.
- (c) Approvals once granted are valid for ten (10) Trading Days, unless otherwise notified by the applicable Designated Officer and do not constitute an endorsement or recommendation by the Company of the proposed Dealing. Restricted Persons remain responsible for their own investment decisions and compliance with the insider trading provisions of the Corporations Act and this Policy.

3.5. Notification of Dealing

- (a) A Restricted Person must notify the Company Secretary or delegate where that Restricted Person Deals in the Company's Securities within one (1) Business Day of such Dealing having taken place.
- (b) The above notification must be in writing and include:
 - (i) the name of the Restricted Person;

- (ii) whether the interest in the Company's Securities held by the Restricted Person was direct or indirect (and if it was indirect, the circumstances giving rise to the interest);
- (iii) the date of the Dealing, and the number of Securities involved;
- (iv) the consideration given or received for the Securities; and
- (v) the number of Securities held by the Restricted Person, directly and indirectly, before and after the trading in Securities.

4. Permitted Exceptions

4.1. Exceptions

A Restricted Person who is not in possession of Inside Information in relation to the Company may be given prior written clearance by a Designated Officer ("**Prior Written Clearance**") to sell or otherwise dispose of Company Securities during a Restricted Period where:

- (a) the Restricted Person is in severe financial hardship, as described in paragraph 4.3; or
- (b) there are other exceptional circumstances, as described in paragraph 4.4.

4.2. Prior Written Clearance

- (a) To apply for Prior Written Clearance under paragraph 4.1, a Restricted Person ("**Applicant**") must apply to the relevant Designated Officer(s) by sending an application in writing ("**Application**") at least 5 Business Days prior to the date of the proposed Dealing, providing the following information:
 - (i) the name of the Applicant;
 - (ii) whether the interest in the Company's Securities held by the Applicant is direct or indirect (and if it is indirect, the circumstances giving rise to the interest);
 - (iii) a description of the proposed Permitted Dealing;
 - (iv) the proposed date of the Permitted Dealing;
 - (v) a declaration that the Applicant does not hold any Inside Information; and
 - (vi) either:
 - (A) if paragraph 4.1(a) applies, a description of the circumstances of severe financial hardship, as described in paragraph 4.3; or
 - (B) if paragraph 4.1(b) applies, a description of the other exceptional circumstances which apply, as described in paragraph 4.4,

and, in either case, why the proposed Dealing is the only reasonable

course of action available to the Applicant.

- (b) A Designated Officer will consider the Application and respond by giving notice in writing to the Applicant, confirming whether or not the clearance sought has been granted or rejected, together with details of any applicable conditions applied to a clearance, within two (2) Business Days of receipt of the Application.
- (c) The grant of Prior Written Clearance in accordance with this paragraph 4.2 is not an endorsement or recommendation by the Company of the proposed Dealing. Restricted Persons remain responsible for their own investment decisions and compliance with the insider trading provisions of the Corporations Act and this Policy.

4.3. Severe Financial Hardship

- (a) For the purposes of paragraphs 4.1(a) and 4.2(a)(vi)(A), the Designated Officer may consider a Restricted Person to be in severe financial hardship if he or she has a pressing financial commitment that cannot be satisfied otherwise than by selling or disposing of the relevant Company Securities.
- (b) A tax liability of a Restricted Person will not normally constitute severe financial hardship unless the Restricted Person has no other means of satisfying the liability.

4.4. Other Exceptional Circumstances

- (a) For the purposes of paragraphs 4.1(b) and 4.2(a)(vi)(B), a Designated Officer may consider the proposed Dealing of the Company's Securities by a Restricted Person in accordance with:
 - (i) a court order;
 - (ii) a court enforceable undertaking; or
 - (iii) some other overriding legal or regulatory requirement for the Restricted Person to do so,

to be exceptional circumstances, as well as any other circumstances the Designated Officer deems to be exceptional circumstances for the purposes of paragraph 4.4(b).
- (b) A Designated Officer may consider other circumstances to be exceptional circumstances for the purposes of paragraphs 4.1(b) and 4.2(a)(vi)(B) if the Designated Officer is satisfied that the proposed Dealing is the only reasonable course of action available to the Restricted Person.

5. Breach of Policy

- (a) The Policy must be strictly complied with both in spirit and intent.
- (b) From time to time, Restricted Persons may be asked to confirm that they have complied with this Policy or, if they have not, to disclose where this is not the case. Such a request must be responded to promptly.

- (c) The Company monitors compliance with this Policy and may access Restricted Persons' trading activities in Company Securities or other securities (including access through the CHESS sub-register) in order to confirm compliance with this Policy.
- (d) In the event of a breach of this Policy by a Restricted Person, a written warning will be issued by the Chair (or, where the relevant Restricted Person is the Chair, by the Managing Director) to the Restricted Person specifying the breach. A warning will be recorded against the Restricted Person unless the majority of the Board (excluding any Director being the subject of the breach) resolves that a warning should not be given. For the avoidance of doubt, a breach of this Policy by an Associate of a Restricted Person will be treated as a breach of this Policy by that Restricted Person for the purposes of this paragraph 5.
- (e) In the event of a Restricted Person receiving a second notice of breach, after a recorded warning, then, unless the majority of the Board (excluding any Director being the subject of the breach) resolves that a second breach should not be recorded, then:
 - (i) if the Restricted Person is a Director they will resign immediately from the Board or if such Director refuses to resign then, to the extent permitted by law, the Director's directorship will be terminated by the Board with immediate effect; or
 - (ii) if the Restricted Person is an Employee they will resign immediately from the Company or if such Employee refuses to resign then, to the extent permitted by law, the Employee's employment will be terminated by the relevant Group entity with immediate effect,

without any claim by the relevant Director or Employee, other than for unpaid but due fees or salary (as applicable) and other accrued entitlements up to the date of termination, including any documented out of pocket expenses.

6. Training and Monitoring

The Group will provide initial training in relation to this Policy and thereafter on a periodic basis. The Group will put in place compliance and monitoring programs to review the Group's compliance with the requirements of this Policy. Restricted Persons may also be asked to confirm, including by periodic attestation, that they have not entered into, traded in or otherwise dealt in any Litigation Event Contract or other restricted securities.

7. Review and Amendment of this Policy

This Policy will be reviewed periodically by the Board to check that it is operating efficiently and whether any changes are required.

Any amendments to this Policy, other than updates for changes in the Company's branding or position titles, and any non-material amendments (which may be approved by the Company Secretary), must be approved by the Board.

8. Contact

Any questions about this Policy or the insider trading provisions of the Corporations Act should be directed to the Company Secretary.

9. Definitions

Defined terms used in this Policy have the following meanings:

Term or Abbreviation	Definition and Explanation	
Applicant	has the meaning given in paragraph 4.2(a) of this Policy.	
Application	has the meaning given in paragraph 4.2(a) of this Policy.	
Associate	means: (a) the Immediate Family Members of the relevant Restricted Person; and (b) a company, trust or other entity controlled by the relevant Restricted Person or their Immediate Family Members.	
ASX	means ASX Limited (ABN 98 008 624 691) and where the context permits the Australian Securities Exchange operated by ASX Limited.	
Board	means the board of Directors.	
Business Days	means Monday to Friday inclusive, except public holidays in Sydney, Australia, and any other day that ASX declares is not a business day.	
Chair	means a Director who has been elected as chair of Directors in accordance with the constitution of the Company.	
Closed Period	has the meaning given in paragraph 3.2.	
Company	means Omni Bridgeway Limited (ABN 45 067 298 088).	
Company Secretary	means the company secretary of the Company.	
Company Security	means a Security of the Company.	
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).	
Deal	means any transaction associated with subscribing for, buying, selling, transferring, disposing or converting a Security, and Dealing has the corresponding meaning.	
Designated Officer(s)	in respect of a Restricted Person means the person(s) corresponding to that Restricted Person below:	
	Restricted Person	Designated Officer(s)
	Chair	Managing Director and Company Secretary

Term or Abbreviation	Definition and Explanation	
	Director (other than chairperson)	Chair and Company Secretary
	Restricted Persons (other than the Chair or Directors)	Company Secretary
	Company Secretary	Managing Director
Director	means a director of the Company.	
Employee	means any full-time, part-time or casual employee, member, executive, contractor or secondee of or to any member of the Group.	
Group	means the Company and its related bodies corporate (as that term is defined in section 9 of the Corporations Act).	
Immediate Family Member	means a spouse, de facto partner, parent and any child under 18 years of age.	
Inside Information	means information that is not generally available to the market but which, if generally available, might materially impact the price or value of the Company's Securities.	
Key Management Personnel	has the meaning given to such expression in the financial statements of the Company from time to time.	
Listing Rules	means the listing rules of ASX.	
Litigation Event Contract	means any contract, wager, derivative, swap, prediction market contract, event contract or similar arrangement, whether entered into through a regulated exchange, prediction market platform, gambling platform or otherwise, under which a person may gain or lose value based on the outcome, progress, settlement, judgment, appeal, procedural step or other event relating to litigation, arbitration, regulatory proceedings or other dispute resolution processes.	
Manager	means a Restricted Person who is a member of the Key Management Personnel or such other Restricted Person determined by the Board, in its discretion, to a "Manager" for the purposes of this Policy which shall include any person holding any of the following offices or titles: (a) Director; (b) Chief Executive Officer; (c) Executive Director; (d) Group Chief Financial Officer; (e) Chief Investment Officer; (f) Head of Pricing and Structuring; (g) Group General Counsel and Company Secretary; or an Associate of those persons.	
Managing Director	means the managing director of the Company or such equivalent office.	
Open Period	has the meaning given in paragraph 3.1	

Term or Abbreviation	Definition and Explanation
Permitted Dealing	means any Dealing which falls within any of the following circumstances: (a) transfers of the Company's Securities by a Restricted Person into a superannuation fund or other saving scheme in which the Restricted Person is a beneficiary; (b) an investment in, or trading in 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; (c) where a Restricted Person is a trustee, trading in the Company's Securities by that trust provided the Restricted Person is not a beneficiary of the trust and any decision to trade during a Restricted Period is taken by the other trustees or by the investment managers independently of the Restricted Person; (d) undertakings to accept, or the acceptance of, a takeover offer for the Company; (e) accepting an offer or invitation made by the Company to all or most of its security holders, such as a rights issue, a security purchase plan, a 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, including 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; (f) the exercise (but not any subsequent sale) of an option or a right under an employee incentive scheme, or such similar scheme or plan, 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 Restricted Period and the Restricted Person could not reasonably have been expected to exercise it at a time when free to do so; (g) vesting (but not any subsequent sale) of the Company's Securities as a result of performance hurdles being met or the Company's Securities being released from a holding lock; (h) the forfeiture, lapse, cancellation or surrender of any Company Securities under any employee incentive scheme; (i) dealings between a Restricted Person and a member of their immediate family; (j) a Dealing which results in no change in the beneficial interest in the Company's Securities; or (k) an off-market transaction in any Company Securities where no or only nominal consideration is given or received by a Restricted Person in respect of the relevant transaction (including, without limitation, a transfer of Company Securities by the legal personal representative of any person to a beneficiary of that person's estate).
Prior Written Clearance	has the meaning given in paragraph 4.1 of this Policy.
Restricted List	means the list of companies the Company has determined in respect of which it holds actual or potential material non-public information and therefore must restrict trading upon.

Term or Abbreviation	Definition and Explanation
Restricted Period	means: (a) in relation to a Manager, any period other than the Open Period; and (b) in relation to Restricted Persons (other than a Manager), during the Closed Period.
Restricted Person	means: (a) a Director; (b) all Employees of any member of the Group; (c) contractors, consultants, workers or interns of the Group globally as determined by the Company Secretary; and (d) any Associate of a person referred to above.
Security	means shares or debt securities or any other securities issued by the Company or by third parties over such securities of the Company, such as derivatives and Securities has the corresponding meaning.
Short-Term Nature	means to deal in a manner which involves trading in and out of Securities in a short time frame being six months or such other period as the Board may determine.
Trading Day	has the meaning given in the Listing Rules.

The most recent amendments to this Policy were approved by the Board to take effect on 24 July 2026.