

FINZSOFT SOLUTIONS LIMITED

SECURITIES TRADING POLICY AND GUIDELINES

*This policy applies to all directors, officers and employees of Finzsoft Solutions Limited ("**Finzsoft**") and its subsidiaries who intend to trade in Finzsoft securities¹ in New Zealand.*

In this policy 'trade' includes buying or selling securities, or agreeing to do so, whether as principal or agent, including the exercise or cancellation of options and agreements to buy or sell securities.

In addition to this Policy and Guidelines, further more specific and stringent rules also apply to trading in Finzsoft's securities, by directors and certain employees (see Additional Trading Restrictions for Restricted Persons).

1. INTRODUCTION AND PURPOSE

- 1.1 This document details Finzsoft's policy on, the rules for dealing in the following securities ("**Restricted Securities**"):
- Ordinary shares in Finzsoft listed and traded on the NZX Main Board ("**NZX**"); and
 - Any other securities of Finzsoft or its subsidiaries and any listed derivatives (including futures contracts listed on an authorised futures exchange) in respect of Finzsoft securities, from time to time.
- 1.2 The requirements imposed by the policy are separate from, and in addition to, the legal prohibitions on insider trading in New Zealand and any other country where those securities may be listed.
- 1.3 *If you do not understand any part of this policy, or how it applies to you, you should raise the matter with the **Managing Director** or **Disclosure Officer** before dealing with any securities covered by this policy.*

Fundamental Rules – Insider trading is prohibited at all times

- 1.4 If you possess "material information" you are considered to be an "information insider" (refer to definition below), then, whether or not you are a Restricted Person, you must not:
- (a) trade Restricted Securities;
 - (b) advise or encourage others to trade, or hold Restricted Securities;
 - (c) advise or encourage a person to advise or encourage another person to trade or hold Restricted Securities; or

- (d) directly or indirectly, disclose inside information to anyone else (which includes colleagues, family or friends) knowing or believing (or where you ought to have known or believed) that the other person will use that information to trade, continue to hold, or advise or encourage someone else to trade, or hold Restricted Securities.

1.5 This offence, known as "**insider trading**", can subject you to:

- (a) criminal liability, including fines and/or imprisonment; and
- (b) civil liability, whereby you may be sued by another party or Finzsoft, for any loss suffered as a result of illegal trading.

1.6 The prohibitions apply regardless of how you learn of the information, and regardless of why you are trading.

1.7 The prohibition on insider trading applies not only to information concerning Finzsoft's securities. If a person has material information in relation to quoted securities of another issuer (including futures contracts listed on an authorised futures exchange), that person must not trade in those securities.

2. "**INFORMATION INSIDER**" AND "**MATERIAL INFORMATION**"

2.1 An "**information insider**" (for the purposes of the Financial Markets Conduct Act 2013), in respect of Finzsoft, is a person who:

- (a) has material information relating to Finzsoft that is not generally available to the market; and
- (b) knows or ought reasonably to know that the information is material information; and
- (c) knows or ought reasonably to know that the information is not generally available to the market.

2.2 "**Material information**" is information that:

- (a) a reasonable person would expect, if it were generally available to the market, to have a material effect on the price of Restricted Securities; and
- (b) relates to particular securities, a particular listed issuer (such as Finzsoft), or particular listed issuers, rather than to securities generally or listed issuers generally.

¹ "Securities" includes (1) ordinary shares in Finzsoft; (2) quoted financial products of Finzsoft or any of its subsidiaries; and (3) options or performance rights. In addition, this term covers financial products as defined in the Financial Markets Conduct Act 2013.

2.3 Information is generally available to the market if it has been released as an NZX announcement, or investors that commonly invest in Finzsoft's securities can readily obtain the information (whether by observation, use of expertise, purchase or other means).

2.4 It does not matter how you come to know the material information (including whether you learn it in the course of carrying out your responsibilities, or in passing in the corridor, or in the lift, or at a social function).

2.5 Information includes rumors, matters of supposition, intentions of a person (including Finzsoft), and information which is insufficiently definite to warrant disclosure to the public.

3. CONFIDENTIAL INFORMATION

3.1 Additionally, you also have an obligation of confidentiality owed to Finzsoft. You must not reveal any confidential information concerning Finzsoft to a third party (unless that third party has signed a confidentiality agreement with Finzsoft and you have been authorised to disclose the confidential information), or use confidential information in any way which may injure or cause loss to Finzsoft, or use confidential information to gain an advantage for yourself. You should ensure that external advisers keep Finzsoft's information confidential.

4. WHAT ARE SOME EXAMPLES OF MATERIAL INFORMATION?

4.1 The following list is illustrative only. Material information could include information concerning:

- (a) the financial performance of Finzsoft;
- (b) a possible change in the strategic direction of Finzsoft;
- (c) the introduction of an important new product or service;
- (d) a possible acquisition or sale of any assets or company by Finzsoft;
- (e) entry into or the likely entry into or termination or likely termination of material contracts or other business arrangements which are not publicly known;
- (f) a possible change in Finzsoft's capital structure;
- (g) a change in the historical pattern of dividends;
- (h) senior management changes;
- (i) a material legal claim by or against Finzsoft; or
- (j) any other unexpected liability,

which has not been released to the market.

5. EXCEPTIONS

- 5.1 ***This policy does not apply to acquisitions and disposals of Restricted Securities by gift or inheritance.***

6. SHORT TERM TRADING DISCOURAGED

- 6.1 You should not engage in short term trading (the buying or selling of quoted securities within a 6 month period), unless there are exceptional circumstances discussed with and approved by the Managing Director or Disclosure Officer
- 6.2 Short term trading can be a key indicator of insider trading, particularly if undertaken on a regular basis or in a large amount. Therefore, to reduce the risk of an allegation of insider trading, do not trade quoted securities on a short-term basis.

7. IF IN DOUBT, DON'T

- 7.1 The rules contained in this policy do not replace your legal obligations. The boundary between what is (and is not) in breach of the law is not always clear. Sometimes behaviour that you consider to be ethical actually may be insider trading. If in doubt, don't!

8. BREACHES OF POLICY

- 8.1 Strict compliance with this policy is a condition of employment. A breach of this policy will result in disciplinary action, which may include termination of employment.

9. MONITORING OF TRADING

- 9.1 As part of the administration of this policy, Finzsoft may monitor the trading of directors, officers and employees.
- 9.2 The Financial Markets Authority, the NZX and governance advisers take an interest in whether Finzsoft is complying with this policy.

10. APPLICATION OF POLICY

- 10.1 Finzsoft's Board of Directors has approved this policy. Finzsoft reviews its policies from time to time to ensure they are compliant with all applicable law. Therefore, this policy may be modified and updated at the discretion of Finzsoft in accordance with applicable law and regulation.

FINZSOFT SOLUTIONS LIMITED

ADDITIONAL TRADING RESTRICTIONS FOR RESTRICTED PERSONS

1. PERSONS COVERED BY RESTRICTED SECURITIES TRADING RESTRICTIONS

1.1 The additional trading restrictions set out below apply to:

- (a) all directors
- (b) all Senior Managers (which consist of directors, employees in a corporate management role, support staff directly assisting those corporate management functions, plus any other employees which management determines are Senior Managers for the purposes of this section. If you are unsure whether you fall within these groups it is recommended to contact the Managing Director);
- (c) trusts, companies and other entities controlled by such persons and
- (d) anyone else notified by the Managing Director or Disclosure Officer from time to time.

1.2 Persons covered by these additional restrictions are called “**Restricted Persons**”. Restricted Persons will be considered responsible for the actions of trusts, companies and other entities controlled by them. In this respect, “control” is not to be construed in a technical way but by looking at how decisions are made in practice.

2. REQUIREMENTS BEFORE TRADING

2.1 Before trading in Restricted Securities at any time, Restricted Persons must, in writing:

- (a) if a director or the Disclosure Officer, notify the Chairperson of the Board of the director's intention to trade in securities, and seek consent to do so (using the Request for Consent to Trade in Quoted Securities Form **attached**);
- (b) if the Chairperson, notify the Disclosure Officer of their intention to trade in securities, and seek consent to do so (using the Request for Consent to Trade in Quoted Securities Form **attached**);
- (c) if a Senior Manager, notify the Disclosure Officer of their intention to trade in securities, and seek consent to do so (using the Request for Consent to Trade in Quoted Securities Form **attached**);
- (d) confirm that they do not hold material information; and
- (e) confirm that there is no known reason to prohibit trading in any Restricted Securities.

2.2 A consent is only valid for a period of 10 trading days after consent to the trading is provided. A consent is automatically deemed to be withdrawn if the person proposing to trade becomes aware of any material information prior to trading.

3. REQUIREMENTS AFTER TRADING

3.1 A Restricted Person must advise Finzsoft's Disclosure Officer promptly following completion of any trade, and the Restricted Person must comply with any disclosure obligations under the Financial Markets Conduct (Disclosure of Relevant Interests by Directors and Senior Managers) Exemption Notice 2014 and the NZX Listing Rules.

FINZSOFT SOLUTIONS LIMITED

**REQUEST FOR CONSENT TO TRADE IN LISTED
SECURITIES**

To: Designated Officer, Finzsoft Solutions
Limited

In accordance with Finzsoft Solutions Limited's Securities Trading Policy and Guidelines and Additional Trading Restrictions for Restricted Persons, I request Finzsoft Solutions Limited's consent be given to the following proposed transaction to be undertaken either by me or persons associated with me, within 10 days of consent being given. I acknowledge Finzsoft Solutions Limited is not advising or encouraging me to trade or hold securities and does not provide any securities recommendation.

Name:

Name of registered holder transacting (if

different): **Address:**

Position:

Description and number of Securities:

Type of proposed transaction: Purchase / sale / other (specify)

To be transacted: On NZX / off-market trade/ other (specify)

Likely date of transaction (on or about):

I declare that I do not hold information which:

- is not generally available to the market; and
- would have a material effect on the price of Finzsoft Solutions Limited's quoted securities if it were generally available to the market.

I know of no reason to prohibit me from trading in Finzsoft Solutions Limited's quoted securities and certify that the details given above are complete, true and correct.

Signature

Date

Finzsoft Solutions Limited hereby **consents / does not consent** to the proposed transaction described above. Any consent is conditional on the proposed transaction being completed within 10 trading days of the date of this consent, and in compliance with Finzsoft Solutions Limited's Securities Trading Policy and Guidelines and Additional Trading Restrictions for Restricted Persons.

Name:
On behalf of Finzsoft Solutions Limited

Date



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