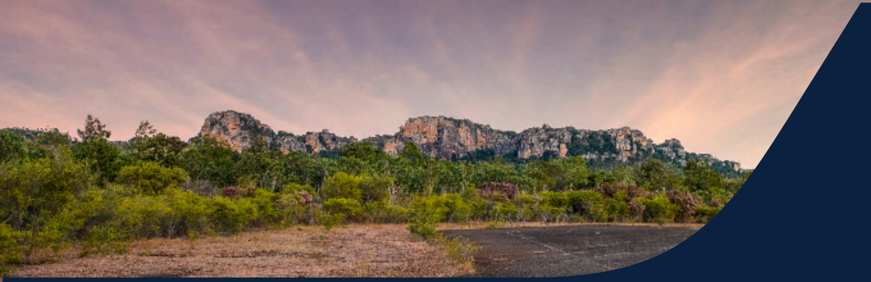

Securities Trading Policy

DevEx Resources Limited ACN 009 799 553 **(Company)**
Approved by the Board April 2025

1. Introduction

1.1 Purpose

This document sets out the Company's policy regarding its directors, officers, employees, consultants and contractors (irrespective of location) who Deal or may Deal in Company Securities and should be read in its entirety.

The purpose of this Policy is to:

(a) provide a summary of the law on insider trading in Australia;

(b) outline the prohibitions on dealing in Company Securities to prevent the misuse of unpublished information which could materially affect the value of such securities;

(c) ensure that the reputation of the Company, its directors, officers, employees, consultants and contractors is not adversely impacted by perceptions of dealing in securities at inappropriate times; and

(d) achieve high standards of corporate conduct and support market confidence in the integrity of Dealing in Company Securities.

1.2 Source of legal obligations and guidance

The sources of legal obligations and guidance underpinning this Policy include:

(a) the *Corporations Act 2001* (Cth) (**Corporations Act**), which, among other things, prohibits insider trading by anyone (regardless of geographical location); and

(b) the ASX Listing Rules, ASX Guidance Note 27 (Trading Policies) and ASX Corporate Governance Principles and Recommendations, which set out recommendations for responsible trading in listed company securities.

2. Insider trading prohibition – the law

It is an offence under the Corporations Act to Deal using Inside Information, or communicate Inside Information to others who will, or are likely to, Deal on the Inside Information.

3. Dealing in Company Securities

3.1 When a Designated Person MAY Deal

A Designated Person may Deal in Company Securities unless restricted from doing so under clause 3.2 (When a Designated Person May Not Deal).

3.2 When a Designated Person MAY NOT Deal

(a) Subject to clause 4 (Exceptions), a Designated Person may not Deal in Company Securities during the following designated Black-out Periods:

  (i) the period five trading days prior to, and 3 hours after the release of the Company's quarterly reports;

  (ii) the period five trading days prior to, and 3 hours after the release of the Company's half-year financial report;

  (iii) the period five trading days prior to, and 3 hours after the release of the Company's annual financial report;

(iv) the date that is five trading days immediately preceding and 3 hours following the Annual General Meeting;

(v) the period of 3 hours after the release of a material announcement by the Company; and

(vi) any other period determined by the Chair and/or Managing Director in consultation with the Company Secretary to be a Black-out Period from time to time.

(b) In addition to the restrictions in clause 3.2(a), a Designated Person may not Deal in Company Securities at any time if he or she has:

(i) information that he or she knows, or ought reasonably to know, is Inside Information; or

(ii) not complied with clause 5 (Notice of Dealing in Company Securities).

3.3 When employees, consultants or contractors (other than a Designated Person) MAY Deal

An employee, consultant or contractor (who is not a Designated Person) may, at any time, Deal in Company Securities if he or she does not have information that he or she knows, or ought reasonably to know, is Inside Information.

3.4 When employees, consultants or contractors (other than a Designated Person) MAY NOT Deal

An employee, consultant or contractor (who is not a Designated Person) who has information that he or she knows, or ought reasonably to know, is Inside Information may not:

(a) Deal in Company Securities;

(b) advise, procure or encourage another person to deal in Company Securities; or

(c) pass on information to any person if they know, or ought reasonably to know, that the person may use the information to Deal in (or procure another person to Deal in) Company Securities.

4. Exceptions

4.1 Permitted dealings

Subject to not being in the possession of Inside Information, a Designated Person may at any time:

(a) transfer Company Securities already held into a superannuation fund or other saving scheme in which the Designated Person is a beneficiary;

(b) invest in, or trade in units of, a fund or other scheme (other than a scheme only investing in Company Securities) where the assets of the fund or scheme are invested at the discretion of a third party;

(c) undertake to accept, or accept, a takeover offer;

(d) participate in an offer or invitation made to all or most security holders, including a scheme of arrangement, rights issue, equal access buy-back, security purchase plan or dividend or distribution reinvestment plan, where the timing and structure of the offer or invitation has been approved by the Board. This includes decisions relating to whether or not to take up the entitlements and sale of entitlements required to provide for the take up of the balance of entitlements under a renounceable pro rata issue;

(e) exercise (but not Deal with the securities following exercise) an option, right or other convertible security under an employee incentive scheme where the final date for the exercise of the option, right or other convertible security falls during a Black-out Period or the Company has had a number of consecutive Black-out Periods and the Designated Person could not reasonably have been expected to exercise it at a time when free to do so;

(f) acquire (but not Deal with the securities following acquisition) Company shares by conversion of financial instruments giving rights to conversion to shares (eg. options or convertible securities) where the final date for the conversion of the security falls during a Black-out Period or the Company has had a number of consecutive Black-out Periods and the Designated Person could not reasonably have been expected to exercise it at a time when free to do so;

(g) acquire Company Securities under a bonus issue made to all holders of securities of the same class;

(h) acquire Company Securities under a dividend reinvestment, or top-up plan that is available to all holders of securities of the same class;

(i) acquire, or agree to acquire or exercise options, rights or other convertible securities under a Company employee share plan;

(j) withdraw ordinary shares in the Company held on behalf of the Designated Person in an employee share plan where the withdrawal is permitted by the rules of that plan;

(k) acquire ordinary shares in the Company as a result of the exercise of options, rights or other convertible securities held under an employee share scheme; or

(l) where the Designated Person is a trustee, trade in the securities of the Company by that trust, provided the Designated Person is not a beneficiary of the trust and any decision to trade during a Black-out Period is taken by the other trustees or by the investment managers independently of the Designated Person.

4.2 Approval to dispose or transfer Company Securities in exceptional circumstances

(a) In exceptional circumstances a Designated Person may seek written approval from the Chair (**Approval Officer**) to dispose of or transfer (but not acquire or otherwise Deal with) Company Securities during a Black-out Period (**Disposal Consent**).

(b) The Approval Officer will act with caution in determining whether there are exceptional circumstances, which may include, but will not be limited to, where:

 (i) the Designated Person is in severe financial hardship and a pressing financial commitment cannot be satisfied otherwise than by disposing of Company Securities; or

 (ii) the Designated Person is required by a court order, or there are court enforceability undertakings, to transfer or dispose of Company Securities or there is some other overriding legal regulatory requirement for them to do so.

(c) A Designated Person seeking Disposal Consent based on clause 4.2(b)(i) must provide the Approval Officer with:

 (i) a written application stating all of the facts; and

 (ii) copies of relevant supporting documentation, including contact details of the Designated Person's accountant, bank and other such independent institutions (where applicable).

(d) A Designated Person seeking Disposal Consent based on clause 4.2(b)(ii) must provide the Approval Officer with a written application accompanied by relevant court and/or supporting legal documentation (where applicable).

(e) The Approval Officer may grant Disposal Consent to a Designated Person:

 (i) only if that Designated Person is not in possession of Inside Information; and

 (ii) on such terms and conditions (including the duration of the right to dispose or transfer) as considered reasonable in the circumstances by the Approval Officer.

(f) The Approval Officer will notify the Board of any Disposal Consent granted to a Designated Person.

(g) A Disposal Consent, if granted, will be issued in writing to the Designated Person and will contain a specified time period during which the disposal or transfer can be made.

5. Approval and notification requirements

5.1 Approval requirements

(a) In the case of any employee, consultant or contractor (other than a Designated Person) prior written approval must be obtained from the Managing Director or in his/her absence the Company Secretary.

(b) Any Designated Person (other than the Chair and Managing Director) must obtain the prior written approval of the Chair or in his/her absence the Managing Director before doing so.

(c) In the case of the Managing Director, prior written approval must be obtained from the Chair or in his/her absence the Chair of the Audit Committee.

(d) in the case of the Chair, prior written approval must be obtained from the Chair of the Audit Committee or in his/her absence the Managing Director.

(e) If approval is sought during a blackout period, prior approval of the Chairman must be obtained.

5.2 Approvals to Deal

(a) All requests to Deal in Company Securities as referred to in clause 5.1 must include the intended volume of securities to be Dealt in and an estimated time frame for the Dealing.

(b) Copies of written approvals must be forwarded to the Company Secretary prior to the approved Dealing.

5.3 Notification

(a) Subsequent to approval obtained in accordance with clause 5.2, any Designated Person who Deals in Company Securities must notify the Company Secretary in writing of the details of the transaction within five business days of the Dealing occurring.

(b) The notification obligation in clause 5.3(a) operates at all times but does not apply to acquisitions of shares or options by employees made under employee share or option schemes, nor does it apply to the acquisition of shares as a result of the exercise of options under an employee share scheme.

6. Other restrictions

6.1 Incomplete Buy or Sell Orders

(a) Buy or sell orders for Company Securities which are placed but not completed outside of a Black-out Period are subject to the following restrictions once the Black-out Period commences:

  (i) the order must be completed within five trading days otherwise it will lapse; and

  (ii) the order cannot be varied.

(b) Any order subject to this procedure should be notified in writing to the Company Secretary within 24 hours of the Black-out Period commencing.

6.2 Derivatives

(a) The Company prohibits the use of Derivatives in relation to unvested equity instruments, including performance share rights, and vested Company Securities that are subject to disposal restrictions (such as a 'Holding Lock').

(b) Derivatives may be used in relation to vested positions which are not subject to disposal restrictions subject to compliance with the law and the other provisions of this Policy.

6.3 Prohibition on Margin Loan Arrangements

Designated Persons may not:

(a) enter into a Margin Loan or similar funding arrangement to acquire any Company Securities; or

(b) use Company Securities as security for a Margin Loan or similar funding arrangement.

6.4 Securities of other companies

The prohibitions in the Corporations Act against insider trading applies equally to where Inside Information is being held by a person about another listed company or entity. This may occur, for example, where in the course of negotiating a transaction with the Company, another listed entity provides confidential information about itself or another listed entity. Accordingly, if a person possesses Inside Information in relation to the securities of another listed entity, they must not Deal in those securities.

7. Penalties

Insider trading is a criminal offence. A person who commits a breach of the insider trading provisions could be subject to both civil and criminal penalties for the individual and for the Company.

In addition, the insider trader, and any other persons involved in the contravention, may also be liable to compensate third parties for any resulting loss.

8. Policy compliance

During the year the Company may require confirmation from Designated Persons that they have complied with this Policy. The Company may also require confirmation (or declarations) of holdings in securities. All such requested information must be supplied within five business days of the request being made.

A breach of this Policy will be regarded very seriously and may lead to disciplinary action being taken (including termination of employment). If the Company becomes aware of any breach of this Policy, then the Company may report such breach to the Australian Securities and Investments Commission.

9. Who to contact

If an individual is in any doubt regarding their proposed dealing in securities, they should contact the Company Secretary.

10. Publication

This Policy will be made available from the Company website at www.devexresources.com.au.

11. Review

This policy shall be reviewed annually by the Board to ensure that it is operating effectively and ascertain whether changes are required to the policy.

12. Defined terms

For the purposes of this Policy:

Company Securities	includes shares, options, warrants, derivatives and interests in shares (including vested options and vested performance share rights) linked in any way to the underlying price of shares in the Company.
Black-out Periods	means a relevant period as defined by the Company when Designated Persons may not Deal in Company Securities.
Deal or Dealing	includes: 1. applying for, acquiring or disposing of securities; 2. entering into an agreement to apply for, acquire or dispose of, securities; and 3. granting, accepting, acquiring, disposing, exercising or discharging an option or other right or obligation to acquire or dispose of securities.
Derivatives	include: 1. derivatives within the meaning given in section 761D of the Corporations Act (such as options, forward contracts, swaps, futures, warrants, caps and collars); and 2. any other transaction in financial products which operate to limit (in any way) the economic risk associated with holding the relevant securities.
Designated Persons	means each of: 1. the persons classified as 'key management personnel' in Accounting Standard AASB 124 Related Party Disclosure; 2. any person who by their role or otherwise, becomes aware of Inside Information by having access to confidential material which may contain potentially price sensitive information including the Company board papers, periodic disclosure materials or any other relevant document; 3. in relation to those persons identified in paragraphs (a) and (b) above, the following people are also deemed to be Designated Persons: a. their spouse or any of their children (including step children) under the age of 18 years; b. a trust which they, any members of their family, or family controlled company are a trustee or beneficiary; and c. a company which they or their family control; and 4. any other individual staff members that the Company may from time to time designate, where such staff member is aware of or working on a particular market-sensitive matter.

Inside Information	means information which is not generally available to the market and, if it were generally available to the market, would be likely to have a material effect on the price or value of securities. Annexure A provides further details about what constitutes Inside Information.
Margin Loan	means any lending or similar arrangement allowing a person to borrow money to invest in securities using existing investments as security.

Annexure A Inside Information

1. Inside information

Inside Information means information which is not generally available to the market and, if it were generally available to the market, would be likely to have a material effect on the price or value of securities.

2. Information that is generally available

Information is considered to be generally available if:

(a) it consists of readily observable matter; or

(b) it has been made known in a manner likely to bring it to the attention of investors in securities and a reasonable period for dissemination of that information has elapsed; or

(c) it may be deduced, inferred or concluded from the above.

Information will be generally available if it has been released to the ASX, published in an Annual Report or prospectus or otherwise been made generally available to the investing public and a reasonable period of time has elapsed after the information has been disseminated in one of these ways.

For the purposes of the insider trading provisions of the Corporations Act, information is defined broadly and includes matters of supposition and other matters which are insufficiently definite to warrant being made known to the public. It also includes matters relating to the intentions of a person.

3. Material Effect on the Price of Securities

Information is considered by the Corporations Act to be likely to have a material effect on the price or value of securities of a company if the information would, or would be likely to, influence persons who commonly invest in securities in deciding whether or not to subscribe for, buy or sell those securities.

It is not possible to list all of information that may be material, however, the following type of information would be likely to be considered to have a material effect on the Company's share price:

(a) exploration results

(b) drilling results

(c) a material mineral or hydrocarbon discovery;

(d) information on the outcome of any economic studies, such as Scoping Studies, Pre-Feasibility Studies and Definitive Feasibility Studies

(e) information regarding a material increase or decrease in the Company's financial performance from previous results or forecasts, such as changes to profit results;

(f) a proposed material business or asset acquisition or sale;

(g) the damage or destruction of a material operation of the Group;

(h) proposed material legal proceedings to be initiated by or against the Company;

(i) regulatory action or investigations undertaken by a Government authority;

(j) the launch of a new business or material new product; or

(k) a proposal to undertake a new issue of securities or major change in financing.

Request for prior written clearance to trade in company securities

DevEx Resources Limited ACN 009 799 553 **(Company)**

I, ... , a/ director/officer/employee/contractor of the Company, request prior written clearance to trade in securities of the Company in accordance with the terms of the Company's *Trading Policy* and provide the following information:

1. Details of securities

Nature of dealing:	....
Number of securities (purchase):	....
Number of securities (sell)	....
Number of options, performance rights or other convertible securities to be exercised:	....
Class of securities:	....
Name of registered holder:	....

2. Reason for request

☐ Standard request to trade

OR

☐ Request to trade in exceptional circumstances

Please provide complete details of the circumstances which you wish to be considered as exceptional. (refer to clause 4.2 of the *Securities Trading Policy*)

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I confirm that I have read and understood the Company's *Securities Trading Policy* and that the proposed dealing does not breach that policy or any legal obligations referred to in it, and in particular, that I am not in possession of any inside information in relation to the Company.

I acknowledge that in accordance with the Company's *Securities Trading Policy*, I cannot trade in the Company's securities until clearance is given and I understand that any clearance given will be valid only for the period stated in the clearance.

....	....	....
Signed	Name	Date

OFFICE USE – Clearance to be completed by Approving Officer

Clearance given by:

....	....	....
Name of Approving Officer	Signature of Approving Officer	Date

Clearance valid for:

☐ 5 business days from the date of clearance (default period)

☐ .... business days from the date of clearance

Approving Officer:

(a) In the case of any employee, consultant or contractor (other than a Designated Person) prior written approval must be obtained from the Managing Director or in his/her absence the Company Secretary.

(b) Any Designated Person (other than the Chair and Managing Director) must obtain the prior written approval of the Chair or in his/her absence the Managing Director before doing so.

(c) In the case of the Managing Director, prior written approval must be obtained from the Chair or in his/her absence the Chair of the Audit Committee.

(d) In the case of the Chair, prior written approval must be obtained from the Chair of the Audit Committee or in his/her absence the Managing Director.

(e) If approval is sought during a black out period, prior approval of the Chairman must be obtained.

A Designated Person means each of:

(a) the Directors of the Company;

(b) any person who by their role or otherwise, becomes aware of Inside Information by having access to confidential material which may contain potentially price sensitive information including the Company board papers, periodic disclosure materials or any other relevant document; and

(c) in relation to those persons identified in paragraphs (a) and (b) above, the following people are also deemed to be Designated Persons:

(d) their spouse or any of their children (including step children) under the age of 18 years;

(e) a trust which they, any members of their family, or family controlled company are a trustee or beneficiary; and

(f) a company which they or their family control.