

RADIUS RESIDENTIAL CARE LIMITED FINANCIAL PRODUCT TRADING POLICY

If you do not understand any part of this policy or how it applies to you, you should raise the matter with Radius' CEO before trading in any Radius shares or other financial products

OVERVIEW

Radius Residential Care Limited (**Radius**) supports the integrity of New Zealand's financial markets. This integrity is maintained, in part, through the insider trading laws that apply in New Zealand.

This policy outlines how those laws apply, as well as the rules that Radius has put in place to enable those laws to be followed.

The requirements in this policy are separate from (and in addition to) the legal prohibitions on insider trading in New Zealand and any other country where Radius' financial products may be listed in the future.

WHO DOES THIS POLICY APPLY TO?

All Directors, senior managers, and employees of Radius and its subsidiaries must follow this policy where they intend to trade in Radius' quoted financial products. In addition, some further rules apply to Directors, senior managers and certain other Radius employees who are more likely to be exposed to material information relating to Radius. These people are known as **Restricted Persons**, and the rules are set out further in this policy.

Directors, senior managers and employees 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.

WHAT FINANCIAL PRODUCTS ARE COVERED BY THIS POLICY

This policy applies to Radius ordinary shares, which are listed and traded on the NZX Main Board. It also applies to any other quoted financial products of Radius from time to time, as well as derivatives of any quoted financial products of Radius. Together, in this policy, these are referred to as **Radius products**.

WHAT IS MEANT BY 'TRADE' AND WHAT IS EXCLUDED?

In this policy, **trade** includes buying and selling Radius products (or agreeing to do so), whether as principal or agent. It does not include the subscription for, or the issue of, new Radius products (if this becomes relevant) or acquisitions/disposals of Radius products by gift or inheritance.

FUNDAMENTAL RULE OF THIS POLICY – INSIDER TRADING IS PROHIBITED AT ALL TIMES

If you possess **Material Information** (see definition below), then whether or not you are a Restricted Person below, you must not (and it is illegal for you to):

- Trade Radius products;
- Advise or encourage others to trade, or hold any Radius products;
- Advise or encourage a person to advise or encourage another person to trade or hold Radius products; or

- Directly or indirectly disclose or pass on the Material Information to others, including colleagues, partners, family or friends, as well as companies, trusts or nominees and other persons over whom you have investment control or influence – knowing (or where you ought reasonably to have known) that the other person will use that information to trade, continue to hold, or advise or encourage someone else to trade, or hold, Radius products.

This offense is called “insider trading.” It can expose you to criminal liability, including large fines and/or imprisonment, and civil liability, which may include being sued by another person or Radius for any loss suffered as a result of illegal trading.

The prohibitions apply regardless of how you learn of the information and regardless of why you are trading. You should note that, even if you change jobs within Radius or leave the organisation completely, the prohibitions will still apply to you as a matter of general law if you remain in possession of Material Information.

The prohibition on insider trading applies not only to information concerning Radius products. If a person has Material Information in relation to quoted financial products of another issuer (including derivatives in respect of such quoted financial products), that person must not trade in those financial products.

YOU ALSO HAVE A DUTY OF CONFIDENTIALITY

In addition to the fundamental rule and insider trading laws, you also have a duty of confidentiality to Radius.

In particular, you:

- Must not provide any confidential information concerning Radius to a third party (unless that third party has signed a confidentiality agreement with Radius and you have been authorised to disclose the confidential information);
- Must not use that confidential information in any way that may cause harm or loss to Radius or to gain a personal advantage to yourself;
- Need to ensure that external advisers keep Radius information confidential.

WHAT IS MATERIAL INFORMATION?

Material Information is information that:

- Is not generally available to the market; and
- If it were generally available to the market, a reasonable person would expect it to have a material effect on the price of Radius’ quoted financial products.

Information is generally available to the market if it has been released as an NZX announcement, it has been made known in a manner that would, or would be likely to, bring it to the attention of persons who commonly invest in Radius’ quoted financial products and a reasonable period for it to be disseminated among those persons has passed or investors that commonly invest in Radius’ quoted financial products can readily obtain the information (whether by observation, use of expertise, purchase, or other means).

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 a lift, or at a social function).

Information includes rumours, matters of supposition, and intentions of any person (including Radius) and information which is insufficiently definite to warrant disclosure to the public.

WHAT ARE SOME EXAMPLES OF MATERIAL INFORMATION?

Material information could include any of the following types of information that has not been released to the market:

- The Radius financial performance or affairs;
- A possible strategic change for Radius;
- A material transaction concerning Radius;
- A possible change in Radius' actual or anticipated financial condition or business performance;
- A possible change in Radius' capital structure including proposals to raise additional equity or borrowings;
- A possible change in the regulatory environment affecting Radius;
- Any change in Radius' dividend-paying practice;
- A material legal claim or issue involving Radius; or
- any other material unexpected liability.

These are illustrations only and do not limit what else might also be Material Information.

SHORT TERM TRADING DISCOURAGED

You should not engage in short term trading (the buying and selling of Radius products within a six-month period) unless there are exceptional circumstances discussed with and approved by Radius' CEO.

Short term trading can be a key indicator of insider trading, particularly if undertaken on a regular basis or in large amounts. Therefore, to reduce the risk of an allegation of insider trading, do not trade Radius products on a short-term basis.

IF IN DOUBT, DO NOT TRADE

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, do not trade.

BREACHES OF POLICY

Strict compliance with this policy is a condition of employment and engagement of contractors with Radius. Breaches of this policy will be subject to disciplinary action, which may include termination of employment or contract services.

MONITORING OF TRADING

Radius may monitor the trading of Directors and employees as part of the administration of this policy.

APPLICATION OF POLICY

The Radius Board has approved this policy. The Board may approve updates, amendments to, and exemptions to this policy from time to time.

To the extent of any inconsistency with any previous policy or rules relating to this subject matter, this policy prevails over them.

This policy is not intended to be legal advice and is not a substitute for legal advice. If you have any doubt about whether you may trade Radius products, you should raise the matter with the CEO or consult a legal adviser.

TAKEOVER

For the avoidance of doubt, nothing in this policy will apply to the trading of financial products in respect of a takeover made under the Takeovers Code Approval Order 2000.

REVIEW

This policy was reviewed and approved by the Radius Board in December 2020 and will be reviewed every 24 months or earlier if determined by the Board.

ADDITIONAL TRADING RESTRICTIONS FOR RESTRICTED PERSONS

PERSONS COVERED BY THESE ADDITIONAL TRADING RESTRICTIONS

The additional trading restrictions set out below apply to:

- All Directors of Radius;
- The CEO of Radius;
- All senior management of Radius and those directly reporting to them;
- All members of the Radius finance team;
- Trusts and companies controlled by any of the above persons; and
- Anyone else notified or designated in writing by the Radius CEO from time to time.

These persons are called **Restricted Persons**. Directors, senior managers and employees will be considered responsible for the actions of trusts and companies controlled by them. In this respect, “control” should not be read in a technical way but instead, how decisions are made in practice.

ADDITIONAL TRADING RESTRICTIONS FOR RESTRICTED PERSONS (“BLACK-OUT” PERIOD)

Restricted Persons are prohibited from trading in any Radius products during the following specific “Black-Out periods:

- 30 days prior to Radius’ half-year balance date, until the first trading day after the half-year results are released to NZX; and
- 30 days prior to Radius’ year-end balance date, until the first trading day after the full-year results are released to NZX.

In addition, Radius’ CEO may notify Restricted Persons of additional “Black-Out” periods from time to time as directed by the Board (without the need for explanation to those affected).

Restricted Persons are not permitted to trade any Radius products during this period unless the Radius Chair or CEO provides a specific exemption. The Board may consider granting a specific exemption in cases of severe financial hardship or other exceptional circumstances and any such exemptions shall be in the Board’s absolute discretion.

Note: If you hold Material Information, you must not trade Radius products at any time – regardless of these “Black-Out” periods.

REQUIREMENTS BEFORE TRADING

Before trading in Radius products, at any time, Restricted Persons must, in writing:

- Notify the Radius CEO of their intention to trade in financial products and seek consent to do so (using the ‘Request for Consent to Trade in Radius Products’ form attached);
- Confirm they do not hold Material Information; and
- Confirm that there is no known reason to prohibit trading in any Radius products.

The CEO will review the form, in consultation with Radius’ Chair if appropriate, and either provide approval of the request or decline the request.

In the case of the Radius CEO, he or she must seek consent to trade from the Radius’ Chair . Any Radius Director (other than the Chair) must seek consent to trade from the Radius Chair. The Radius Chair must seek consent to trade from two other Radius Directors.

A consent is only valid for a period of 10 trading days after notification. A consent is automatically deemed to be withdrawn if the person becomes aware of Material Information prior to trading.

REQUIREMENTS AFTER TRADING

A Restricted Person must advise the Radius CEO promptly following completion of any trade, and the Restricted Person must comply with any disclosure obligations it has under the Financial Markets Conduct Act 2013 (including disclosure of relevant interests in quoted financial products by Directors and senior managers of listed issuers).

If a Restricted Person is subject to disclosure obligations under the Financial Markets Conduct Act 2013, such disclosure obligations continue to apply for six months after that person ceases to be a Restricted Person.

REQUEST FOR CONSENT TO TRADE IN RADIUS PRODUCTS

To: The Chief Executive Officer, Radius Residential Care Limited

In accordance with the Additional Trading Restrictions for Restricted Persons under Radius' Financial Product Trading Policy, I request Radius' consent to be given to the following proposed transaction to be undertaken either by me or persons associated with me, within 10 trading days of approval being given. I acknowledge Radius is not advising or encouraging me to trade or hold financial products and does not provide any financial product recommendation.

Name:

**Name of registered holder
transacting (if different):**

Position:

**Description and number of
financial product:**

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

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

To be transacted:

**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 Radius' quoted financial products if it were generally available to the market.

I know of no reason to prohibit me from trading Radius products and certify that the details given above are complete, true, and correct.

I UNDERSTAND THAT CONSENT IS AUTOMATICALLY DEEMED TO BE WITHDRAWN IF I BECOME AWARE OF MATERIAL INFORMATION PRIOR TO THE TRADE BEING COMPLETED.

Signature

Date

Radius 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 Radius' Financial Product Trading Policy (including the Additional Trading Restrictions for Restricted Persons).

Chief Executive Officer
On behalf of Radius Residential Care Limited

Date