



General Capital Limited

Board Policies and Procedures

Comprising:

- Procedure for nomination and appointment of directors;
- Procedure for assessing director, Board and committee performance;
- Remuneration policy
- Diversity policy;
- Financial products dealing policy;
- Continuous disclosure policy; and
- Takeover Response Procedure

29 March 2021

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Introduction

1. This document sets out the policies and procedures established by the Board in accordance with clause 10.1 of the Board Charter and comprises the:
 - 1.1. Procedure for nomination and appointment of directors;
 - 1.2. Procedure for assessing director, Board and committee performance;
 - 1.3. Remuneration policy
 - 1.4. Diversity policy;
 - 1.5. Financial products dealing policy;
 - 1.6. Continuous disclosure policy; and
 - 1.7. Takeover Response Procedure.
2. The General Capital Code of Ethic sets out the standards of ethical behaviour on which Directors and Employees of the GC Group are expected to conduct their professional lives. These policies and procedures should be read in conjunction with those ethical standards. The Code of Ethics is available at [link].
3. General Capital has established a Risk and Compliance Framework which seeks to identify the risks and compliance obligations that affect the company and establish a framework of controls for managing the risks and meeting the obligations. These policies and procedures should be read in conjunction with that framework.
4. If there is any conflict between a policy or procedure and the Company's Constitution, the Constitution prevails.

1. **Nomination and Appointment Procedure**

1. **Objective**

- 1.1. The objective of this procedure is to set out the process for selecting and appointing Board members.

2. **Procedure**

- 2.1. Nomination and Appointments are considered and determined by the Board as a whole.
- 2.2. The Board will establish and maintain a skills matrix that identifies the qualifications, skills and experience it believes are required by the Board to enable it to operate efficiently and effectively. The Board will also develop and maintain a Board succession plan, including for the Chair.
- 2.3. The Board will then regularly (at least annually) review the needs, size, independence, qualifications, skills and experience of the Board (utilising the skills matrix) to determine whether any changes are desirable to the and composition of the Board. This review will be completed at the same time as the evaluation process provided for in clause 2 of the procedure for assessing director, Board and committee performance.
- 2.4. Following that review the Board may identify candidates for appointment and reappointment to the Board and Board Committees based on:
 - a. the review in 2.3;
 - b. the candidate's understanding of the Board's role and time commitment involved as a Director, and
 - c. such other factors and criteria it considers appropriate, including the ability to exercise sound judgment, work with other Directors and fit with General Capital's culture.
- 2.5. Where the Board believes it appropriate, it may make an appointment of an appropriate candidate to the Board in accordance 19.19 of the Constitution.

3. **Nominations**

- 3.1. No person (other than a Director retiring in accordance with clause 16.6 of the Constitution) may be elected as a Director at a meeting of the Company unless that person has been nominated by an Equity Security holder who will be entitled to attend and vote at the meeting (if the Equity Security holder continues to hold Equity Securities on the entitlement date determined in accordance with clause 14.10 of the Constitution).
- 3.2. The Board will at or before the date two months prior to the date of the company's annual meeting held in accordance with clause 14.1 of the Constitution, nominate a date ("Nomination Date") (being a date not more than 2 months before the date of the annual meeting) by which persons must be nominated for the purposes of clause 3.1
- 3.3. At the time of determining the Nomination Date the Board will also determine:
 - a. Which of the persons required to be re-elected to the Board in accordance with clauses 16.6 and/or 19.19 of the Constitution it proposes to nominate as candidates for election; and

- b. Whether it will propose any additional persons to be nominated in accordance with clause 3.1 as candidates for election.
- 3.4. The Board will not less than 10 days prior to Nomination Date give notice to shareholders:
- a. Of the dates by which nominations of candidates for election of as directors of the company close (being not more than 2 months prior to the date of the meeting); and
 - b. The place and manner by which nominations may be made.
- 3.5. Notice required by 3.4 is by posting on the company website and announcement to the NZX market announcement platform.

4. **Pre-Appointment**

- 4.1. Prior to:
- a. In the case of a Director appointed in accordance with clause 19.19 of the Constitution, appointment of the Director; and
 - b. In the case of a Director nominated for election at a meeting of the Company, distribution of the notice of meeting for that meeting;
- the Board will undertake a due diligence process to ascertain the candidate's character, experience, education, criminal record and bankruptcy history.
- 4.2. In the case of a Director nominated for election (or re-election) at a meeting of the Company, the notice of meeting for that meeting shall provide to Equity Security holders key information about a candidate to assist Equity Security holders in their decision as to whether or not to elect or re-elect the candidate. That key information will include (but not be limited to):
- a. biographical details;
 - b. relevant skills and experience;
 - c. any other material directorships they hold;
 - d. independence; and
 - e. if the candidate is standing for the first time, any material adverse information revealed by the checks the entity has performed in accordance with 4.1; or
 - f. if the candidate is being re-elected, information about the term of office served by the director.

5. **Appointment**

- 5.1. On initial appointment:
- a. each Director will enter into and deliver to the Chair of the Board a director's contract in the form set out in the schedule to this policy. The Director will not be entitled to any payment of remuneration or directors fees until the director's contract is completed; and
 - b. of a Director the Chair of the Board will provide the Director with copies of the Governance Documents and formulate an induction programme to

familiarise the director with the company, its business and its board practices and procedures.

6. Continuing Professional Development

- 6.1. All Directors are expected to continue ongoing professional development to ensure they have appropriate expertise and can effectively perform their duties.
- 6.2. Visits to Company' operations, briefings from management, industry experts and key advisers, and educational and stakeholder visits, and briefings will also be arranged for Directors.

Schedule

Form of Directors Contract

Agreement dated 20[]

Between

General Capital Limited a company at Auckland ("**Company**");

And

[**Name**], [Occupation] of [City of Residence] ("**Director**").

- A. The Director has been appointed to the Board of the Company as a non-executive Director from [] ("**Appointment Date**"). [It is intended that, from the Directors Appointment Date, the Director will also be appointed as a member of the Audit Committee.]
- B. This Agreement records the terms of the Directors appointment

It is Agreed

1. Interpretation

- 1.1. Terms defined in the Companies Act, the Listing Rules, The Company's constitution and the Company's governance policies (as amended from time to time) bear the same meaning in this Agreement.
- 1.2. This Agreement and the terms of the Directors appointment should be read subject to Company's constitution, the listing rules, applicable law, and the Company's governance policies (as amended from time to time).

2. Duties Obligations and Responsibilities

- 2.1. The Company has a range of Board governance documents, including Board and Committee Charters, Board policies and a Directors' Code of Ethics ("**Governance Documents**"). The Director will be provided with copies of these and given access to Board papers and meeting minutes.
- 2.2. The Director must comply with the Company's Governance Documents (as amended from time to time) during the Directors appointment and any other requirements the Board may specify. New or amended Governance Documents will be provided to the Director.
- 2.3. Directors are expected to carry out their duties in accordance with all applicable legal standards and good corporate governance (including requirements under the Listing Rules).
- 2.4. Directors are expected to devote sufficient time to be prepared fully for all meetings.
- 2.5. The Director agrees to provide Company, or any of the Company group companies, with all information and take all such steps that may reasonably be required to enable Company or a group company to meet:
 - a. its obligations under law

- b. the requirements, principles and guidelines of the Listing Rules, and
 - c. the standards of good commercial practice as determined by the Board from time to time.
- 2.6. The Director acknowledges that during the Directors term as a Director, and subject to Company' constitution:
- a. the business of Company is to be managed by or under the direction of the Board, and
 - b. the Directors may exercise all of the powers of Company, except those required to be exercised by its shareholders.
- 2.7. The Director is expected to attend scheduled and special Board meetings and the annual shareholders meeting. Currently [] Company Board meetings are scheduled each year with an additional strategy and business planning meeting and dedicated education sessions.
- 2.8. It is preferred Directors attend all scheduled meetings in person. However, if Directors are unable to physically attend Board meetings or the Company annual shareholders meeting, the Director agrees to participate by video conference or audio.
- 2.9. Board papers are distributed to Directors to enable sufficient time for review ahead of meetings.
- 2.10. The Company has established an Audit Committee and other standing or ad-hoc committees may be established from time to time. The Director may be appointed by the Board to act as a member or chair of one or more of those committees. Standing Board committees are scheduled to meet up to four times per year (depending on the committee). Additional committee meetings may be required as matters arise for consideration.

3. **Continuing Professional Development**

- 3.1. All Directors are expected to continue ongoing professional development to ensure they have appropriate expertise and can effectively perform their duties.
- 3.2. Visits to Company' operations, briefings from management, industry experts and key advisers, and educational and stakeholder visits, and briefings will also be arranged for Directors.

4. **Remuneration**

- 4.1. The fee payable for services as a Director of Company (and any subsidiary the Director is required to be appointed to carry out the Directors duties) is currently NZ\$[] per annum plus GST (if applicable), less any applicable withholding tax. Directors may also be paid fees and allowances for additional work as determined and approved by the Board (where the payment is within the total Director fee pool for the relevant financial year).
- 4.2. If the Director is appointed as chair of the Board, the Director will be entitled to an additional fee (currently \$[] per annum).
- 4.3. If the Director is appointed as chair of a standing Board Committee, the Director will be entitled to an additional fee (currently \$[] per annum).
- 4.4. Board remuneration is reviewed in accordance with the Remuneration Policy.

4.5. The Director is also entitled to reimbursement of your expenses. Expenses must be approved by the Board chair.

5. Indemnity and Insurance

5.1. The Company holds an insurance policy for its Directors and has indemnified current Directors to the maximum extent permitted by law. On the Directors appointment the Director will also be granted an indemnity.

6. Disclosure of Interests

6.1. The Director agrees to:

- a. disclose all relationships the Director has with Company, or any company in the Company group, and other relevant business and personal interests including other directorships or material shareholdings and potential transactions with related parties, to enable:
 - i. those interests to be recorded in Company' interests register, and
 - ii. the Board to assess your independence in accordance with the criteria specified in the Board Charter, or as otherwise required under the Listing Rules. And
 - iii. notify Company within 2 business days of any change in circumstances, or immediately if that change may lead to a different assessment of the Directors independence.

7. Term of Appointment

7.1. If the Director has been appointed in accordance with clause 19.19 of the constitution, the Director is required to seek re-election by shareholders at Company' annual shareholders' meeting in [date].

7.2. Subject to re-election, the Director's appointment is not for a fixed term. However, under the Listing Rules the Director is required to stand for re-election at Company' annual meeting every 3 years.

7.3. The Directors appointment may be terminated:

- a. by the Director, on written notice to Company
- b. by shareholders by ordinary resolution, or
- c. in accordance with either company's constitution or the Companies Act 1993.

7.4. No compensation is payable on termination of appointment other than the remuneration described in clause 4 up to the date of your termination of appointment.

8. Professional Advice

8.1. Directors may, with the chair's prior approval, obtain external legal or other professional advice at Company' expense in relation to any matters falling within their duties and responsibilities. The Director may request the attendance of such adviser at Board or committee meetings.

9. Access to Information

- 9.1. During appointment and for seven years after (or such longer period decided by Company), the Director may if required for the purpose of defending or resolving any claim, charge or other legal proceedings against them access and on request be provided with copies of Board papers (including board papers, submissions, minutes, letters, memoranda, board committee and sub-committee papers and documents referred to in any of those documents) which relate to the period of the Directors term in office and have been provided to the Director during the time that the Director was a Director and in that capacity.
- 9.2. During Appointment, the Director will be:
- a. provided with all appropriate financial and operating information necessary for the performance of the Directors duties, and
 - b. granted access to any information or employees the Director believes necessary to carry out the Directors duties, subject to laws restricting the disclosure of information.

10. **Confidentiality**

- 10.1. The Director must apply the highest standards of confidentiality and not disclose (whether during appointment or at any time before or after) any confidential information concerning Company or its subsidiaries to any person other than to discharge the Directors legal duties.
- 10.2. When the Director ceases to be a Director, the Director agrees to return to Company all of its property, materials and documents, other than those the Director reasonably needs to retain as a record of the discharge of the Directors duties to the Company.
- 10.3. The Director agrees not to reveal or make known any of the matters, affairs, or concerns which may come to the Directors knowledge (whether during the course of appointment or at any time before or after), to any person, except in the course of performing the Directors functions, representing the Company, performance of the Directors duties, under the compulsion or obligation of law, or when required to do so by the Board or Company' auditors.

11. **Privacy**

- 11.1. The Director acknowledges that any personal information provided to the Company may be retained, used and disclosed as follows:
- a. to comply with the Listing Rules and applicable laws
 - b. for corporate governance purposes
 - c. to monitor compliance with Governance Documents and this Agreement; and
 - d. to comply with statutory, regulatory or stock exchange requirements.
- 11.2. The Director acknowledges that if the Director does not provide any information required under this Agreement it will breach the terms of appointment and may also breach the Directors obligations under the Listing Rules or at law.

12. **Director Contact Details**

12.1. The Director will be provided with details of Company' Directors including contact information. The Director must ensure any changes to the Directors contact details are promptly notified to the Board Chair

13. Governing Law

13.1. This Agreement is governed by, and shall be construed in accordance with, New Zealand law.

Execution

Signed by [Director]

In the presence of:

Witness: _____

Occupation: _____

Address: _____

Signed for and on behalf of

General Capital Limited

by it Chair in the presence of:

Witness: _____

Occupation: _____

Address: _____

- 2. Procedure for assessing director, Board and committee performance**
 - 1. Objective**
 - 1.1. The objective of this procedure is to set out the process for assessing the performance of the Board, its Committees and each Director.
 - 2. Procedure**
 - 2.1. Performance of the Board, its Committees and each Director is considered and assessed by the Board as a whole.
 - 2.2. Annually the Chairperson (and the Chair of each Board committee) will prepare a draft report setting out the Chairperson's (or Chair's) assessment:
 - a. Having regard to the Board (or Committee) charter and work plan, of the objectives and goals of the Board (or committee) for the period;
 - b. Of the effectiveness of the Board (or Committee) in achieving those objectives and goals including the strengths and weaknesses demonstrated in the Board performance in the period; and
 - c. The effectiveness of each Director's contribution to the Board (or Committee) in achieving its objectives and goals including the strengths and weaknesses demonstrated in the Directors performance in the period.
 - 2.3. The draft reports prepared in accordance with clause 2.2 will be provided to each Director, the CEO and the CFO for their review.
 - 2.4. Not less than one month following distribution of the draft reports an agenda item will be included at a meeting of the Board to discuss the draft reports.
 - 2.5. Each Director, the CEO and the CFO shall have the opportunity to provide comments in relation the draft reports in relation to the overall Board (or Committee) performance and each Directors performance (including in the case of Directors, their own):
 - a. In writing prior to the Board meeting referred to in clause 2.4; and/or
 - b. Orally at the Board meeting referred to in clause 2.4.
 - 2.6. Following completion of the Board meeting referred to in clause 2.4, the Chairperson (or in relation to each Board Committee, the Chair of the Committee) will, taking into account the comments provided in accordance with clause 2.5 and any Board discussion, finalise the draft report.
 - 2.7. The finalised report will be distributed and retained with the minutes of the Board meeting.

3. **Remuneration policy**

1. **Introduction**

- 1.1. GC Group must attract, retain and motivate high quality employees to achieve its business objectives and create shareholder value. Director and Employee remuneration plays an important part in this.
- 1.2. The Board is responsible for setting this policy.

2. **Objective**

- 2.1. The Company is committed to ensuring its remuneration practices are fair and reasonable for GC Group and its directors and employees, and there is a clear link between remuneration and performance.
- 2.2. This policy sets out the principles which apply to the remuneration of GC Group Directors and Employees. This policy is supplemented by other documents, which set out further information in respect of specific remuneration components.

3. **Application**

- 3.1. This policy applies to:
 - a. Directors; and
 - b. all permanent Employees (both full-time and part-time) of the GC Group.
- 3.2. This policy does not apply to fixed term employees or secondees, contractors and consultants.

4. **Directors Fees**

- 4.1. Directors' remuneration is paid in the form of director fees.
- 4.2. The total fees available to directors (overall director fee pool) is approved by shareholders.
- 4.3. The Board determines the actual fees paid to directors within the overall director fee pool.
- 4.4. Directors do not generally receive additional fees for being a member of a Board committee.
- 4.5. Non-director members of Board committee are paid fees for services provided to the Company. These fees are not included in the overall director fee pool.
- 4.6. The Board may determine that additional fees and allowances should be paid to individual directors to reflect additional services provided to the Company.
- 4.7. Directors may be invited to participate in equity offers made by the Company. The total pool of equities and the terms of offer are approved by shareholders. The Board approves the degree of participation from the pool to be offered to each Director.
- 4.8. Directors (in their capacity as directors) do not receive any:
 - a. performance based remuneration; or
 - b. superannuation or other retirement benefits.

4.9. Details of the Non-Executive Director fee structure and fees paid are disclosed in the Company's annual report.

5. **GC Group's approach to Employee remuneration**

5.1. Employee remuneration may include a mix of the following components:

- a. fixed remuneration (which includes base salary and employer KiwiSaver contributions);
- b. performance based bonuses.

5.2. An Employee may also be invited to participate in equity offers made by the Company. The total pool of equities and the terms of offer are approved by shareholders. The Board approves the degree of participation from the pool to be offered to each Employee.

6. **Fixed remuneration**

6.1. Fixed remuneration includes base salary and employer KiwiSaver contributions.

6.2. Base salary is determined by the CEO (and in the case of the CEO, the Board) having regard to the role size and the market remuneration applicable to that role.

6.3. Employees who contribute to a KiwiSaver scheme will receive matched employer contributions of up to 3% of their gross base salary, paid to their KiwiSaver account.

7. **Performance based bonuses**

7.1. The CEO (and in the case of the CEO, the Board) may at their discretion agree with an Employee that a performance-based bonus will be included in that Employees remuneration. The bonus may be calculated by reference to:

- a. The GC Group's (or relevant member of the GC Group's) financial performance;
- b. a proportion of profit or revenue (or increase in profit or revenue) of the GC Group Group's (or relevant member of the GC Group's); and/or
- c. such other key performance indicators or criteria determined by the CEO (or in the case of the CEO, the Board).

8. **Remuneration reviews**

8.1. The Company reviews Director and Employee remuneration each year, having regard to market data and conditions. Any increase to an employee's remuneration is at GC Group's sole discretion.

8.2. In reviewing the remuneration proposed for in the case of:

- a. Directors and the CEO, the Board; and
- b. in the case of other Employees, the CEO,

may seek external advice from a recognised and competent source, including an evaluation against comparable peer groups to determine role size or market remuneration.

4. Diversity policy

1. Introduction

- 1.1. This policy provides a framework to embed and support a diverse workforce and inclusive workplace environment at GC Group.
- 1.2. This policy sets out how the Company will set measurable objectives for achieving diversity and inclusion, and how it will assess its progress towards achieving these objectives.

2. Objective

- 2.1. GC Group is committed to achieving and maintaining a diverse workforce and inclusive workplace environment in order to leverage the business benefits of diversity and inclusion.
- 2.2. GC Group recognises that a diverse workforce, where each employee brings their own unique skills, background and knowledge to their work, is a key competitive advantage. GC Group also recognises that an inclusive workplace environment leads to higher employee engagement, which ultimately results in more innovative work behaviour, better decision making and increased productivity and performance.
- 2.3. GC Group's commitment to diversity and inclusion extends to all aspects of its business, including:
 - a. appointment of directors;
 - b. appointment and retention of employees;
 - c. performance management and remuneration;
 - d. flexible workplace practices and work life balance;
 - e. leadership development; and
 - f. people management and succession planning.

3. Application

- 3.1. This policy applies to all Directors and employees of GC Group.

4. Measurement

- 4.1. The Board will set measurable objectives for achieving diversity and inclusion.
- 4.2. The CFO will complete and present to the Board an annually a diversity and inclusion scorecard, which measures employee composition by gender, age, ethnicity and sexuality. On receipt of the report the Board will assess GC Group's progress towards achieving the measurable objectives annually.
- 4.3. The Company will report progress towards achieving the measurable objectives in its annual report.

5. Initiatives

- 5.1. The Company is currently implementing the following diversity and inclusion initiatives:

- a. Establishing a monitoring programme to ascertain the level of diversity in the GC Groups workforce;
- b. Establishing recruitment procedures which ensure that a wide range of potential candidates are considered at all levels of GC Group, including at Board and senior manager level.
- c. Conducting periodic remuneration reviews to ensure that there is pay equity at all levels of GC Group to minimise inadvertent discrimination that may affect retention and career progression.

5. Financial products dealing policy

1. Introduction:

- 1.1. The GC Group's Directors and Employees must comply with the insider trading provisions set out in the Financial Markets Conduct Act 2013. Under the Financial Markets Conduct Act 2013 ("FMCA"), it is illegal for any person holding price sensitive, confidential information about a company (referred to in the FMCA as an "information insider") to trade that company's shares or other securities. This behaviour is called "insider trading".

2. Objective

- 2.1. The GC Group is committed to having in place procedures and controls to ensure that its Directors and Employees do not breach the prohibition on insider trading or create any perception of Directors or Employees trading financial products when they should not do so.
- 2.2. This policy sets out the prohibition on insider trading, together with GC Group's restrictions on its Directors and Employees trading financial products.
- 2.3. **This is an important policy. You should take the time to read it and understand how it applies to you. If there is anything that you do not understand, you should contact the CEO or Chairman.**

3. Application

- 3.1. This policy applies to all Directors and all Employees of GC Group.
- 3.2. This policy applies to any trading undertaken by a Director's or Employee's spouse, de facto partner or dependent child or a trust or company which the director or employee controls or exercises significant influence over.
- 3.3. In this policy 'trade' includes buying or selling listed securities, or agreeing to do so, whether as principal or agent, but it does not include subscription for, or the issue of, new securities.
- 3.4. Employees and directors will be considered responsible for the actions of trusts and companies 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.

4. Executive Summary

- 4.1. **Fundamental Rule:** Insider trading is illegal and is prohibited at all times
- 4.2. This policy also prohibits distributing information or engaging in trades which may constitute "market manipulation" under the FMCA.
- 4.3. There is an absolute prohibition from trading in the Company's Restricted Securities during the periods specified in clause 7.1 ("**Black Out Periods**"); and
- 4.4. even outside Black Out Periods (when it is permissible to trade) you must first apply to the Company for written consent to do so.
- 4.5. The requirements imposed by this 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.

5. Insider Trading

- 5.1. If you have any material information relating to a listed issuer (including the Company), it is illegal for you to:
- a. trade the any of that listed issuers quoted financial products;
 - b. advise or encourage another person to trade or hold any of that listed issuers quoted financial products;
 - c. advise or encourage a person to advise or encourage another person to trade or hold any of that listed issuers quoted financial products; or
 - d. pass on the material information to anyone else, including colleagues, family or friends, knowing (or where you ought 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, any of that listed issuers quoted financial products.

This offence, called “insider trading” can subject you to criminal liability including large fines and/or imprisonment, and civil liability, which may include being sued by another party or the Company, for any loss suffered as a result of illegal trading.

- 5.2. The prohibitions apply regardless of how you learn of the information, and regardless of why you are trading.
- 5.3. “**Material information**” is information that:
- a. is not generally available to the market; and
 - b. if it were generally available to the market, would have a material effect on the price of the quoted financial products to which it relates.
- 5.4. 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 a lift, at a social function or in your non-work activities).
- 5.5. Information is generally available to the market if it has been released as an NZX announcement, or investors that commonly invest in the Company’s Restricted Securities can readily obtain the information (whether by observation, use of expertise, purchase or other means).
- 5.6. Information includes rumours, matters of supposition, intentions of a person (including the Company), and information concerning a proposal, which is insufficiently definite to warrant disclosure to the public.
- 5.7. Examples of material information include (but are not limited to) information concerning:
- a. the financial performance of a listed issuer;
 - b. a possible change in the strategic direction of a listed issuer;
 - c. the introduction of an important new product or service;
 - d. a possible acquisition or sale of any assets or company by a listed issuer the Company;

- 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 a listed issuer's capital structure;
- g. a change in the historical pattern of dividends;
- h. senior management changes;
- i. a material legal claim by or against a listed issuer; or
- j. any other unexpected liability.

6. Confidential information

- 6.1. In addition to the restrictions set out in clause 5, all Directors and Employees have duty of confidentiality to the Company. This duty of confidentiality will continue to apply, even if the Director or Employee ceases to hold office with or be employed the Company.
- 6.2. You must not reveal any confidential information concerning the Company to a third party (unless that third party has signed a confidentiality agreement with the Company and you have been authorised to disclose the confidential information), or to use confidential information in any way which may injure or cause loss to the Company, or use confidential information to gain an advantage for yourself. You should ensure that external advisers keep Company information confidential.

7. Market manipulation

- 7.1. Engaging in behaviour which constitutes "market manipulation" is prohibited by the Financial Markets Conduct Act 2013 ("FMCA"). Penalties for breaching the market manipulation provisions contained in the FMCA may include criminal liability, fines and imprisonment.
- 7.2. It is possible to commit market manipulation inadvertently, for example, in circumstances where a person *ought to have known* that their behaviour could be construed as market manipulation. As such Directors and Employees should:
 - a. familiarise themselves with types conduct which could be considered market manipulation; and
 - b. take active steps to avoid disseminating information or trading securities in ways which could be construed as market manipulation.
- 7.3. The types of behaviour which could be categorised market manipulation include:
 - a. **Misleading information:** you must not make a statement or disseminate information concerning a listed issuer if this is materially false or misleading, where that statement would likely affect a person's decision to trade or exercise a voting right (including abstentions from doing so).
 - b. **Misleading trading:** you must not do, or omit to do, anything which will have (or will likely have) the effect of creating a misleading appearance of supply, demand, price or value of a listed issuers financial products. This could include:

- i. **Wash trades:** sale and purchase of financial products where there is no change in actual ownership of the security, e.g. from one company to another, where both companies are owned or controlled by the same person
- ii. **Improper matched orders:** transactions where both buy and sell orders are entered at the same time, with the same price and quantity by different colluding parties.
- iii. **Advancing the bid:** increasing the bid for a financial product to increase its price.
- iv. **Marking the close:** buying or selling financial products at the close of market in order to affect the closing price of the financial product concerned.
- v. **Pump and dump:** engaging in buying activity which results in increasingly higher prices for financial products, followed by selling the financial products at the higher prices.

7.4. If you are in doubt as to whether your communications or trading activity could be construed as market manipulation, you should consult the CEO before trading or sharing information concerning any listed issuer (including the Company) with external parties.

8. Trading restrictions

8.1. The persons to whom this policy applies are not permitted to trade any Restricted Securities (unless the Board provides a specific exemption) at any time during the following periods ("**Black Out Periods**"):

- a. 2 weeks before the Company's half-year end until the end of trading on the day the Company's half-year results are released (inclusive); and
- b. 2 weeks before the Company's year-end until the end of trading on the day the Company's full year results are released (inclusive), and
- c. Any other period determined by the Board.

8.2. Before trading in Restricted Securities, at any time, the persons to whom this policy applies must request approval by, in writing:

- a. notifying the CFO of their intention to trade in Restricted Securities, and seek consent to do so on the form set out in the appendix to this policy;
- b. confirming that they do not hold material information; and
- c. confirming that there is no known reason to prohibit trading in any Restricted Securities.

8.3. Subject to paragraphs 8.4 and 8.5, the CFO will refer the request to the CEO who will review the Director's or Employee's request and may approve the trade.

8.4. If a Director makes a request for consent, the CEO will consult with the Chairperson of the Board before approving or rejecting the trade. If the Chairperson of the Board makes a request for consent, the CEO will consult with the Chairperson of the Audit and Risk Committee before approving or rejecting the trade.

- 8.5. If the CEO makes a request for consent, the Chairperson will review the CEO's request for consent and may approve the trade.
- 8.6. Trading approved in accordance with clause 8.2 must be completed within 10 working days. If not completed in that period a new approval must be obtained. An approval may be revoked at any time prior to trading. Approvals are deemed revoked if a Director or Employee becomes aware of material information prior to trading. If a request to trade is declined, you must keep that confidential.
- 8.7. Directors and Employees should not buy and sell Restricted Securities within a 3 month period except in exceptional circumstances as approved by the 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, Restricted Securities should not be traded on a short-term basis.
- 8.8. On completion of the approved trade the Director or Employee must promptly confirm the details to the CFO. Directors and Employees must disclose relevant interests in financial products in accordance with subpart 6 of part 5 of the FMCA (as applicable). The CFO can assist with making the disclosure on a director's or employee's behalf. However, it is the Director's or Employee's responsibility to ensure that disclosure is made on time and in the correct form
- 8.9. The trading restrictions in this clause 8 do not apply to:
 - a. acquisitions and disposals by gift or inheritance; or
 - b. acquisitions through an issue of new listed securities, such as an issue of new shares on the exercise of options, under a rights issue, or a dividend reinvestment plan.
9. **Breaches of policy**
 - 9.1. Strict compliance with this policy is a condition of employment, both within the GC Group and on the Board. All suspected breaches of this policy should be reported to a member of the CEO or Chairman. The identity of anyone making such a report will be protected at all stages in the course of any internal investigation. Any determined breaches of this policy will be subject to disciplinary action, which may include immediate termination of employment.
 - 9.2. The Board has an obligation to report any breaches of this policy to NZX as soon as practicable after becoming aware of the breach.
 - 9.3. The Company may monitor the trading of Restricted Securities of Directors and Employees as part of the administration of this policy.

Appendix to Financial Products Dealing Policy

(form of request for approval to trade)

Request for Consent To Trade In Listed Securities

To: The Chief Financial Officer, General Capital Limited

In accordance with the Company's Financial Products Dealing Policy, I request the Company's consent be given to the following proposed transaction to be undertaken either by me or persons associated with me. I acknowledge the Company is not advising or encouraging me to trade or hold financial products and does not provide any financial product recommendations.

Name:

Name of registered holder transacting (if different):

Address:

Position:

Description and number of Restricted Securities: GEN

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 at the time of trading; and
- would have a material effect on the price of the Company's Restricted Securities if it were generally available to the market.

I know of no reason to prohibit me from trading in the GEN's Restricted Securities and certify that the details given above are complete, true and correct.

Signature

Date

The Company hereby **does/does not** consent to the proposed transaction described above. Any consent is conditional on the proposed transaction being completed within the allowable timeframe specified in this policy and in compliance with the Company's Financial Products Dealing Policy.

Signature:

Date

[Chairperson/CEO] on behalf of General Capital Limited

6. **Continuous disclosure policy**

1. **Introduction**

1.1. The Company is listed on the NZX Main Board and must comply with the continuous disclosure provisions set out in the Listing Rules.

2. **Objective**

2.1. The Company is committed to ensuring the timely disclosure of material information about the Company and its subsidiaries and to ensuring that it complies with the Listing Rules.

2.2. This policy sets out GC Group's policy to ensure material information is identified, reported, assessed and, where required, disclosed to the market in a timely manner.

3. **Application**

3.1. This policy applies to all Directors and all Employees of the GC Group.

4. **Disclosure obligation**

4.1. The Company will disclose material information to the market promptly and without delay upon it becoming aware of that information, unless an exception to disclosure applies.

4.2. Material information means any information that a reasonable person would expect, if it were generally available to the market, to have a material effect on the price of the Company's listed financial products.

4.3. Material information must not be disclosed to a third party until the Company has received confirmation that the material information has been disclosed to the market, unless an exception to disclosure applies.

5. **Exceptions to disclosure**

5.1. Disclosure is not required where all of the following conditions are satisfied:

- a. a reasonable person would not expect the information to be disclosed;
- b. the information is confidential and its confidentiality is maintained; and
- c. one or more of the following applies:
 - i. the release of the information would be a breach of law;
 - ii. the information concerns an incomplete proposal or negotiation;
 - iii. the information comprises matters of supposition or is insufficiently definite to warrant disclosure;
 - iv. the information is generated for the Company's internal management purposes; or
 - v. the information is a trade secret.

5.2. The CFO will advise whether an exception applies. The possibility that an exception applies does not affect the obligation for a Director or Employee to report information that is or may be material information in accordance with section 7 of this policy.

6. **False market**

6.1. The Company will disclose material information to the market to the extent necessary to prevent the development or subsistence of a false market for the Company's listed financial products (i.e. a market which is materially influenced by false or misleading information). The Company will be required to disclose this information even when an exception to disclosure applies.

7. Identification, reporting, assessment and disclosure

7.1. Any Employee who becomes aware of information that is or may be material information that is not generally available to the market, must promptly inform the CFO.

7.2. When the CFO becomes aware of information that is or may be material information that is not generally available to the market, the CFO will make a recommendation to the CEO and Chairperson as to whether the information must be disclosed to the market. The CEO and Chairperson will make the final decision as to whether the information must be disclosed.

7.3. Where the CFO considers that a trading halt is required in order to enable the Company to comply with its continuous disclosure obligations or where he/she considers a false market exists, the CFO may request a trading halt.

7.4. The CFO will prepare the form of any disclosure of material information to the market. The CEO and Chairperson will approve the form of any disclosure of material information to the market.

7.5. The CFO will make the disclosure of material information to the market by announcement on the NZX announcements platform.

7.6. Delegation

7.7. If the CEO or CFO is on leave, his/her authority is delegated to the Chairperson. If the Chairperson of the Board is unavailable, his/her authority is delegated to the Chairperson of the Audit Committee

7. Takeover Response Procedure

1. Objective

- 1.1. The Company is a Code Company for the purposes of the Takeovers Act 1993 and the Takeovers Code.
- 1.2. The objective of this procedure is to set out the process to be adopted when the Company receives a Takeover Notice under clause 41 of the Takeovers Code.

2. Procedure

- 2.1. On receipt by the Company of a Takeover Notice, the CEO must immediately notify and provide a copy of the Takeover Notice to:
 - a. Each Director;
 - b. The CFO; and
 - c. The Company's legal advisors chosen by the CEO for that purpose.
- 2.2. On receipt of the Takeover notice the CFO must immediately:
 - a. Notify NZX that a Takeover Notice has been received and disclose a copy of the Takeover Notice to the market, by announcement on the NZX announcements platform;
 - b. Advise the CEO and Chairman as to whether there is any other information that is or may be material information that is not generally available to the market and recommend in accordance with the clause 6.7.2 of the Continuous Disclosure Policy whether that information must be disclosed to the market.
- 2.3. A consent to trade in accordance with clause 8 of the Financial Products Dealing Policy must not be given following receipt of a Takeover Notice.
- 2.4. Within 2 working days of the Company receiving the Takeover Notice the CFO must provide to the offeror:
 - a. The class notice specified in Rule 42A of the Takeovers Code; and
 - b. The financial products register information specified in Rule 42B of the Takeovers Code.
- 2.5. If requested to do so in accordance with Rule 42C of the Takeovers Code the Company must within 1 working day of receiving the request send the financial product register information specified in Rule 42D of the Takeover Code to the requesting holder.
- 2.6. Within 2 working days of receipt of the Takeover Notice the CEO and CFO will meet with the Company's legal advisors chosen by the CEO for that purpose and formulate a plan for:
 - a. Preparation of target company statement required by Rule 46 of the Takeovers Code; and
 - b. Taking any other action:
 - i. required by Takeovers Code or law; and
 - ii. subject to Rule 38 of the Takeovers Code, necessary or desirable in the best interests of the Company.

- 2.7. Within 8 working days of receipt of the Takeover Notice the CEO and CFO will present for approval of the Board the:
 - a. Target company statement required by Rule 46 of the Takeovers Code; and
 - b. Plan for taking any other action:
 - i. required by Takeovers Code or law; and
 - ii. subject to Rule 38 of the Takeovers Code, necessary or desirable in the best interests of the Company.
- 2.8. On approval by the Board the Target company statement will be delivered as required by the Takeovers Code and all other actions shall be implemented in accordance with the plan approved by the Board (as amended by the Board from time to time).

8. Interpretation

1. In this document:

Board means the board of directors of the Company;

Board Charter means the board charter adopted by the Board from time to time;

CEO means the Chief Executive Officer of the Company;

CFO means the Chief Financial Officer of the Company;

Chairperson means the chairperson of the Board;

Code of Ethics means the code of ethics adopted by the Board from time to time.

Company means General Capital Limited;

Constitution means the constitution of the Company as from time to time adopted by the Company;

Director means a Director of the Company, including members of Board committees and (where the context permits) directors of all members of the GC Group;

Employee means an employee of GC Group and includes secondees, contractors and consultants of the GC Group;

FMCA means the Financial Markets Conduct Act as amended from time to time;

GCL securities means Equity Securities issued by the Company;

GFL means General Finance Limited;

Governance Documents means the Code of Ethics, Board Charter, the charter adopted by each standing Board Committee, the Risk Management and Compliance Framework and these policies and Procedures;

Interests means interests requiring disclosure under section 140 of the Companies Act;

Listing Rules means the NZX Listing Rules in force from time to time.

Material Information has the meaning ascribed by Section 231 of the Financial Markets Conduct Act 2013;

NBDTA means the Non-bank Deposit Takers Act 2013.

Restricted Securities means all quoted financial products issued by the Company and includes:

- a. ordinary shares, warrants or convertible notes issued by the Company; and
- b. quoted derivatives in respect of those financial products;

Risk Management and Compliance Framework means the risk management and compliance framework adopted by the Board from time to time; and

Takeover Notice means a notice under clause 41 of the Takeovers Code.

2. In this document all terms defined in the FMCA or Takeovers Act have (unless the context requires otherwise) the meanings ascribed to them in those Acts, as amended from time to time.