Securities (Shares and Bonds) Trading Policy

General

This policy relates to dealings in Napier Port Holdings Limited's (**Napier Port**) listed securities and other financial products, including Napier Port shares and bonds, and sets out the responsibilities of Napier Port Persons (as defined below) for trading in company securities within a listed environment.

This policy applies to:

- all Directors and officers of Napier Port and its subsidiaries (the **Napier Port Group**); and
- all employees, personal services contractors and secondees of the Napier Port Group,

(together, **Napier Port Persons**).

This policy applies to any trading in Napier Port Securities (as defined below) in which you are involved or instrumental in, whether or not the relevant securities are held or received in your own name or that of your spouse or partner, dependent children and/or trusts of which you are a trustee or any company which you control.

However, this policy does not apply to:

- acquisitions and disposals of Napier Port Securities by gift or inheritance; or
- acquisitions of Napier Port Securities through an issue of new Napier Port Securities where the Board advises Napier Port Persons that this policy will not apply.

This policy is divided into three parts:

- Part 1 – rules for all Napier Port Persons;
- Part 2 – rules for Restricted Persons (as defined below); and
- Part 3 - general provisions that apply to all trading.

In this policy:

- "**trade**" includes buying or selling (including off-market transfers) Napier Port Securities or agreeing to do so, whether as principal or agent (and trading has a corresponding meaning); and
- "**Napier Port Securities**" means ordinary shares of Napier Port quoted on the NZX Main Board, or bonds or other debt securities listed or quoted on the NZX Debt Market (together, **NZX**), and any other securities of Napier Port or any of its subsidiaries and

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any options or derivatives created over or in respect of any securities of Napier Port or any member of the Napier Port Group.

Purpose

This document details Napier Port's policy on, and rules for dealing in Napier Port Securities. 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 Napier Port's Securities may be listed from time to time. This policy does not replace your legal obligations.

If you do not understand any part of this policy, or how it applies to you, you should raise the matter with a senior manager, or Napier Port's Chief Financial Officer, General Counsel, or the Chair of the Audit and Risk Management Committee before trading or disclosing any information in relation to Napier Port Securities. Any guidance sought from the above will not affect your individual responsibility to comply with the obligations under this policy.

PART 1 – RULES FOR ALL NAPIER PORT PERSONS

Fundamental Rule – Insider trading is prohibited at all times

If you possess "material information" (as defined below) you must not:

- trade Napier Port Securities; or
- advise or encourage others to trade or hold Napier Port Securities; or
- advise or encourage a person to advise or encourage another person to trade or hold Napier Port Securities; or
- directly or indirectly disclose or pass on the material information to anyone else – 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 or is likely to use that information to trade in Napier Port Securities, or advise or encourage someone else to trade, or hold, Napier Port Securities.

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 Napier Port, for any loss suffered as a result of illegal trading. In these circumstances you are likely to fall outside any company insurance or indemnity entitlements.

The prohibitions apply regardless of how you learn of the information or the reason for trading. Even if you leave the organisation the prohibitions will still apply to you as a matter of general law if you remain in possession of material information.

The prohibitions can also apply to trading (or doing any of the other actions above) in securities of another listed company, such as a company with which Napier Port is

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negotiating the terms of a material transaction that would be material information for that other company.

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 or value of Napier Port Securities.

Information is "*generally available*" to the market if:

- 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 Napier Port Securities and a reasonable period for it to be disseminated among those persons has passed;
- it has been released as an NZX announcement;
- the information is readily obtainable by investors that commonly invest in Napier Port Securities (whether by observation, use of expertise, purchase or other means); or
- the information consists of deductions, conclusions or inferences made or drawn from the kinds of information referred to above.

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, intentions of a person (including Napier Port or any member of the Napier Port Group) and information which is insufficiently definite to warrant disclosure to the public.

What are some examples of material information?

The following list is illustrative only. Material information could include information which has not been released to the market concerning:

- Napier Port's financial performance or trade volumes;
- a possible change in Napier Port's strategic direction;
- the introduction of an important new service;
- a possible acquisition or sale of any material assets or subsidiary or joint venture interest by Napier Port Group;
- an undisclosed significant change in Napier Port Group's market share;

- the status of any major project being undertaken by Napier Port Group;
- entry into or the likely entry into, or termination or likely termination, of material contracts or other business arrangements which are not publicly known;
- changes in cargo or shipping trade patterns including new or terminating customers;
- changes in Napier Port's actual or anticipated financial condition or business performance;
- a significant business issue that has arisen;
- damage or change in condition of a significant asset;
- a possible change in Napier Port's capital structure, including proposals to raise additional equity or borrowings;
- a change in the historical pattern of dividends;
- Board or senior management changes;
- a possible change in the regulatory environment affecting Napier Port, a subsidiary of Napier Port or any of its businesses;
- a material legal claim by or against Napier Port; or
- any other unexpected material liability.

Short term trading must have pre-approval

You should not engage in short term trading (the buying or selling of Napier Port Securities within a six month period) unless there are exceptional circumstances discussed with and approved in writing by the Chief Financial Officer.

Short term trading can be a key indicator of insider trading, particularly if undertaken on a regular basis, in large amounts or around important events which affect the price of the securities. These events may not be expected or known by you, but if they do occur, your short term trading may be viewed adversely with the benefit of hindsight. Therefore, to reduce the risk of an allegation of insider trading, do not trade Napier Port Securities on a short-term basis.

Where Napier Port employees are entitled to participate in any equity-based remuneration scheme, they must not enter into any transaction for any 'Associated Product'. An Associated Product is any product which has the effect of limiting the economic risk of participating in any entitlement a Napier Port employee is eligible for under the remuneration scheme.

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If in doubt, don't 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, don't trade!

PART 2 – RULES FOR RESTRICTED PERSONS

These rules are in addition to New Zealand legislative requirements and apply to Restricted Persons (defined below). These additional restrictions also apply to any spouse and dependant of a Restricted Person.

"**Restricted Persons**" are the following individuals who have additional trading restrictions:

- all Directors of Napier Port;
- the Chief Executive Officer and all senior managers of the Napier Port Group (for this purpose, being the Chief Financial Officer and all General Managers who report to the Chief Executive Officer);
- trusts and companies controlled by such persons; and
- anyone else notified by the Chief Financial Officer from time to time as being subject to these additional restrictions.

The Chief Financial Officer will maintain a register of Restricted Persons which will be continuously updated to add or remove employees as appropriate. The Chief Financial Officer will notify Restricted Persons when they are added to or removed from the register.

Where the spouse or dependant of a Restricted Person wishes to trade in Napier Port Securities, the Restricted Person must ensure that the requirements under the "Black-out period" rule (below) are complied with, including the completion of the "Request for consent to trade in listed securities" (attached at the back of this Policy) on behalf of their spouse or dependant.

Black-out period

Restricted Persons are prohibited from trading in Napier Port Securities during the following specific "black-out" periods:

- from 30 days prior to Napier Port's interim reporting balance dates (half-year 31 March, nine-month 30 June) until the first trading day after the release of interim results to the NZX;
- from 30 days prior to Napier Port's full year-end balance date (30 September), until the first trading day after the release of full-year results to the NZX;

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- from 30 days prior to the release by Napier Port of a product disclosure statement for a general public offer of the same class of securities, or a same class "cleansing notice"; and

- such other period as determined by the Board.

Restricted Persons are not permitted to trade Napier Port Securities during a black-out period unless the Board provides a specific exemption in exceptional circumstances (see below).

Outside the black-out periods specified above, Restricted Persons who do not possess material information may trade Napier Port Securities subject to the notification and consent requirements set out below.

Exceptional circumstances

If you need to trade Napier Port Securities during a black-out period due to exceptional circumstances, you may seek an exemption from the Chair of the Board or, in his or her absence, the Chair of the Audit and Risk Management Committee. This exemption may be sought by either:

- completing, signing and submitting to the Chief Financial Officer the Request for Consent to Trade in Listed Securities form attached to this policy; or
- sending an email to the Chief Financial Officer containing information equivalent to that in the Request for Consent to Trade in Listed Securities form.

An application to trade Napier Port Securities during a black-out period must set out the circumstances of the proposed trading, including an explanation of the exceptional circumstances as to why the exemption is requested.

An exemption will only be granted if the circumstances giving rise to the request are considered to be "exceptional" by the person from whom consent is required under this policy, or are considered to fall within a recognised category of exceptional circumstances (e.g., severe financial hardship where the person has a pressing financial commitment that cannot be satisfied otherwise than by selling Napier Port Securities or compulsion by court order or court enforceable undertakings or other legal or regulatory requirements). The person from whom consent is required under this policy will determine such matters in his or her sole discretion.

If an exemption is granted to trade during a black-out period, you will be notified in writing (which may include notification via email) and in each circumstance the duration of the waiver to trade in Napier Port Securities will be two trading days from the date of notification. An exemption is automatically deemed to be withdrawn if the person becomes aware of material information prior to trading.

Unless otherwise specified in the notice, any trading permitted during a black-out period must comply with the other sections of this policy (to the extent applicable).

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Company consent required for all trades by Restricted Persons

If you are a Restricted Person, before you (or your spouse or dependent) trade in Napier Port Securities at any time, you must, in writing:

- notify the Chief Financial Officer of your intention to trade Napier Port Securities and seek consent to do so (using the Request for Consent to Trade in Listed Securities form attached or by email containing the information set out in that form or, in the case of a Director, by notification at a Board meeting);
- confirm that you do not hold material information; and
- confirm that there is no known reason to prohibit trading in Napier Port Securities,

and you must not trade until you have received written consent (including by email) to do so.

In the case of a proposed trade in Napier Port Securities by a Director or the Chief Executive Officer, the Request for Consent form must be signed or approved by the Chair of the Board or, in her or his absence, in the case of proposed trading by the Chair of the Board, by the Chair of the Audit and Risk Management Committee.

A consent is only valid for a period of ten trading days after notification. A consent may be given or declined without providing any reasons for doing so. A consent is automatically deemed to be withdrawn if the person becomes aware of material information prior to trading.

You may never trade in Napier Port Securities if you have material information – there are no “safe” periods.

Requirements after trading

You must advise the Chief Financial Officer promptly following completion of any trade in Napier Port Securities. You must also comply with any disclosure obligations that you have at law, including under the Napier Port Continuous Disclosure Policy and under the Financial Markets Conduct Act 2013 (the **FMC Act**).

In respect of any trades by Restricted Persons, once notified by the relevant Restricted Person, the Chief Financial Officer must file the necessary disclosures required pursuant to the FMC Act and the NZX Listing Rules (if applicable to the relevant Restricted Person), which require certain Restricted Persons to disclose details of the subscription or trade via NZX within five trading days (or 20 working days in limited circumstances), of the date of the subscription or trade.

The Chief Financial Officer will email a copy of the disclosure notice being submitted to NZX to the relevant Director, as confirmation the disclosure has been made. If confirmation is not received within one working day, the relevant Director should enquire as to why the trade has not yet been disclosed. The Chief Financial Officer will also place a copy of the disclosure notice in Napier Port’s interests register.

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The details of every completed trade by a Restricted Person will be recorded in a register maintained by the Chief Financial Officer.

Directors and senior managers must disclose changes in interests and trading activity (via NZX) until 6 months after ceasing office.

Takeover

For the avoidance of doubt, nothing in this policy will apply to the trading of securities in respect of a takeover made under the Takeovers Code Approval Order 2000 or any court approved scheme of arrangement under Part 15 of the Companies Act 1993.

PART 3 – GENERAL PROVISIONS THAT APPLY TO ALL TRADING

Confidential information

In addition to the above, you also have a duty of confidentiality to Napier Port (or any member of the Napier Port Group) which may employ you or to whom you provide services. You must not:

- reveal any confidential information concerning Napier Port to a third party (unless that third party has signed a confidentiality agreement with Napier Port and you have been authorised to disclose the confidential information);
- use confidential information in any way which may injure or cause loss to Napier Port; or
- use confidential information to gain yourself, or others, personal advantage.

You should ensure that external advisers keep Napier Port's information confidential.

If confidentiality is breached, this may result in Napier Port being required to disclose sensitive information about Napier Port or the Napier Port Group. In some circumstances, a breach of the duty of confidentiality could result in Napier Port breaching the NZX Listing Rules.

Monitoring of trading

Napier Port may monitor the trading of Directors, employees and advisers as part of the administration of this policy.

Disclosure of substantial shareholders' interests

Under New Zealand law, additional notification obligations may apply in respect of any changes in security holdings of persons who hold 5 per cent or more of Napier Port's voting shares. Any person requiring assistance in this regard should contact the Chief Financial Officer.

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Breaches of policy

Potentially serious civil and criminal liability arises for breaches of insider trading laws. These laws also apply to individuals outside of Napier Port, such as family, should they become aware of material information. This may result in large fines, terms of imprisonment or liability in relation to any loss suffered by any person (including Napier Port). Strict compliance with this policy is a condition of employment and engagement of advisers. Breaches of this policy will be subject to disciplinary action, which may include termination of employment or a contract for services. For directors, breaches may result in removal from the office of director.

Application of policy

The Directors have approved this policy. The Directors may approve updates, amendments to and exemptions from, this policy from time to time, which may be implemented by written notice to you.

Review

This policy will be reviewed by the Board annually.

NAPIER PORT HOLDINGS LIMITED

REQUEST FOR CONSENT TO TRADE IN LISTED SECURITIES

To: Chief Financial Officer, Napier Port

In accordance with Napier Port's Share Trading policy, I request Napier Port's consent be given to the following proposed transaction to be undertaken either by me or persons associated with me, within ten trading days of approval being given. I acknowledge Napier Port 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):

Reason for proposed transaction (if transaction is to occur outside of an 'open period'):

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 or value of Napier Port's listed securities if it were generally available to the market.

I know of no reason to prohibit me from trading in Napier Port's listed securities and certify that the details given above are complete, true and correct.

_____ _____

Signature Date

Napier Port 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 Napier Port's Financial Product Dealing policy. Such consent is deemed to be immediately revoked if any of the confirmations you have provided above ceases to be true.

_____ _____

Name: Date

on behalf of Napier Port

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