Securities Trading Policy

1. Introduction

1.1 Purpose

(a) 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.

(b) The purpose of this Policy is to:

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

(ii) outline the prohibitions on dealing in Company Securities to prevent the misuse of unpublished information which could materially affect the value of such securities;

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

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

1.2 Source of legal obligations

The sources of legal obligations underpinning this Policy include:

(a) the 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 requirements for responsible trading in listed company shares.

2. Insider trading prohibition – the law

2.1 General prohibition

The Corporations Act prohibits a person, while in possession of Inside Information from (see clause 2.2 below):

(a) Dealing in Company Securities;

(b) procuring another person to Deal in Company Securities; or

(c) communicating Inside Information or causing Inside Information to be communicated, directly or indirectly, to another person who will, or are likely to, Deal on the Inside Information.

The Corporations Act imposes substantial penalties on persons who breach those provisions and applies to the extent of any inconsistency between it and this Policy.

The requirements imposed by this Policy are in addition to any legal prohibitions on insider trading. A person who possesses Inside Information is prohibited from trading and this applies even where:

(a) the Dealing occurs outside a Black-out Period;

(b) the Dealing falls within an exclusion in this Policy; or

(c) Disposal Consent has been given under this Policy (whether in exceptional circumstances or otherwise).

2.2 Possession of Inside Information

An individual is responsible for assessing whether they possess "Inside Information". This occurs where:

(a) the person possesses information that is not generally available to the public and, if the information were generally available, a reasonable person would expect it to have a material effect on the price or value of Company Securities (or a decision whether or not to trade in them); and

(b) the person knows, or ought reasonably to know, that the information is not generally available and, if it were generally available, a reasonable person would expect it to have a material effect on the price or value of Company Securities (or a decision whether or not to trade in them).

For the purposes of clause 2.2(b), a reasonable person would be taken to expect information to have a material effect on the price or value of securities if the information would, or would be likely to, influence a person who commonly invests in securities to either deal or not deal in securities in any way.

2.3 Employee Incentive Schemes

The insider trading prohibitions under the Corporations Act do not apply to certain Dealings in Company Securities under a scheme established solely or primarily for the benefit of the employees of the Company or its related bodies corporate (an **Employee Incentive Scheme**).

This Policy therefore does not apply to:

(a) an application for Company Securities under an Employee Incentive Scheme by a person who is an employee of the Company or a body corporate that is related to the Company, or a trustee for such a person; or

(b) an acquisition of Company Securities under such an application.

The insider trading prohibitions do apply to the sale of Company Securities acquired under an Employee Incentive Scheme. Accordingly, any Dealing in Company Securities acquired under an Employee Incentive Scheme is subject to this Policy.

The exception to the insider trading prohibition for Employee Incentive Schemes is limited in scope. Employees are cautioned against relying on this exception without having obtained independent advice.

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

(i) the period two weeks prior to, and 24 hours after the release of the Company's quarterly results;

(ii) the period two weeks prior to, and 24 hours after the release of the Company's half-year results;

(iii) the period two weeks prior to, and 24 hours after the release of the Company's full-year results;

(iv) the 21 calendar days up to and including the date of the Annual General Meeting; and

(v) any other period determined by the Chair 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 6 (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 Deal in Company Securities.

4. Ad-hoc restrictions

The Company may impose, without notice and in its sole and absolute discretion, additional restrictions on Dealing in Company Securities by any or all Designated Persons as the Company considers appropriate. For the avoidance of doubt, the Company may impose ad-hoc restrictions under this clause even where the proposed Dealing would otherwise take place outside a Black-out Period provided for in this Policy. Any restriction communicated by the Company to any or all Designated Persons under this clause must be kept strictly confidential.

5. Exceptions

5.1 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 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 Company Securities following exercise) an option or right under an employee incentive scheme where the final date for the exercise of the option or right 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 Company 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 Company 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, Company Securities through the exercise of Company Securities issued under an employee incentive scheme. However, any Dealing in those Company Securities remains subject to this Policy and the provisions of the Corporations Act;

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

(k) where the Designated Person is a trustee, trade in Company Securities 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.

5.2 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 5.2(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 5.2(b)(ii) must provide the Approval Officer with a written application accompanied by relevant court and/or supporting legal documentation (where applicable).

(e) Any decision to grant or refuse to grant Disposal Consent by the Approval Officer:

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

(ii) may be made in the Approval Officer's absolute discretion, without giving any reasons;

(iii) can be withdrawn (if clearance has been given) if new information comes to light or there is a change in circumstances;

(iv) is final and binding on the Designated Person seeking clearance;

(v) must be kept strictly confidential by the Designated Person and not disclosed to any other person; and

(vi) may be made 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) In deciding whether to grant Disposal Consent, the Approval Officer will consider the need to minimise the risk of insider trading, and also to avoid the appearance of insider trading and the significant reputational damage that may cause.

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

(h) 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.

(i) Any Disposal Consent granted under clause 5.2(e) is not an endorsement to dispose of or transfer Company Securities. The Designated Person doing the trading is individually responsible for their investment decisions and their compliance with insider trading laws. The Designated Person must carefully consider whether they are in possession of any Inside Information that might preclude them from trading at that time. If the Designated Person is in any doubt, they should not trade.

(j) If a Designated Person comes into possession of Inside Information after receiving a Disposal Consent, they must not trade despite having received the consent.

6. Approval and notification requirements

6.1 Approval requirements

(a) Any Designated Person (other than the Chairperson) wishing to Deal in Company Securities must obtain the prior written approval of the Chair or the Board before doing so.

(b) If the Chairperson wishes to Deal in Company Securities, the Chairperson must obtain the prior approval of the Board before doing so.

6.2 Approvals to Deal

(a) All requests to Deal in Company Securities as referred to in clause 6.1 must:

(i) include the intended volume of Company Securities to be Dealt in and an estimated time frame for the Dealing; and

(ii) confirm that the Designated Person is not in possession of Inside Information.

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

6.3 Notification

(a) Subsequent to approval obtained in accordance with clause 6.2, any Designated Person who Deals in Company Securities must:

(i) notify the Company Secretary in writing of the details of the transaction within five business days of the Dealing occurring; and

(ii) notify the Company Secretary in writing if they begin to have, or cease to have, a "substantial holding" (as defined in section 9 of the Corporations Act) in the Company, or if they have a substantial holding in the Company and there is a movement of at least 1% in their holding.

(b) The notification obligation in clause 6.3(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.

7. Other restrictions

7.1 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.

7.2 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.

7.3 No speculative trading

Under no circumstances should Designated Persons engage in short-term or speculative trading in Company Securities. This prohibition includes short term direct dealing in Company Securities as well as transactions in the derivative markets, involving exchange

traded options, share warrants, contracts for difference, and other similar instruments, which are short term or speculative.

7.4 No protection arrangements

The entering into of all types of "protection arrangements" for any Company Securities:

(a) is prohibited at any time in respect of any Company Securities which are unvested or subject to a holding lock; and

(b) otherwise, requires approval under clause 6.

For the avoidance of doubt and without limiting the generality of this Policy, entering into protection arrangements includes entering into transactions which:

(c) amount to "short selling" of Company Securities beyond the Designated Person's securities;

(d) operate to limit the economic risk of any Designated Person's security holding (e.g. hedging arrangements) including Company Securities held beneficially (for example, in trust or under an incentive plan) on that Designated Person's behalf; or

(e) otherwise enable a Designated Person to profit from a decrease in the market price of securities.

7.5 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.

7.6 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.

8. Penalties

(a) 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.

(b) 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.

9. Policy compliance

(a) 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.

(b) A breach of this Policy will be regarded as serious misconduct 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.

10. ASX Notifications

(a) The Company must notify ASX within 5 business days after any change to a director's relevant interest in Company Securities or a related body corporate of the Company, including whether the change occurred inside a Black-out Period and, if so, whether prior written clearance was provided.

(b) To enable the Company to comply with the obligation set out in clause 10(a), a director must immediately (and no later than 3 business days after any relevant event) notify the Company Secretary in writing of the requisite information for the Company Secretary to make the necessary notifications to the Australian Securities and Investments Commission and ASX as required under the Corporations Act and ASX Listing Rules.

(c) If the Company makes a material change to this Policy, the amended Policy will be provided to the ASX for release to the market within 5 business days of the material changes taking effect.

11. Who to contact

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

12. Publication

This Policy will be made available from the Company website.

13. 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.

14. Defined terms

For the purposes of this Policy:

Black-out Periods	means those periods detailed in clause 3.2(a) and any other period determined by the Chair in consultation with the Company Secretary when Designated Persons may not Deal in Company Securities.
Company	means Entropy NeurodynamicsLimited (ACN 163 765 991).
Company Securities	includes shares, options, performance rights, warrants, derivatives and interests in shares (including vested or unvested options and vested or unvested performance rights) linked in any way to the underlying price of shares in the Company.
Corporations Act	means the *Corporations Act 2001* (Cth), as amended or modified from time to time.
Deal or Dealing	includes: (a) applying for, acquiring or disposing of securities; (b) entering into an agreement to apply for, acquire or dispose of, securities; and

(c) granting, accepting, acquiring, disposing, exercising or discharging an option or other right or obligation to acquire or dispose of securities,

or procuring another person to do any action referred to in paragraphs (a), (b) or (c) above.

Derivatives include:

(d) derivatives within the meaning given in section 761D of the Corporations Act (such as options, forward contracts, swaps, futures, warrants, caps and collars); and

(e) 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:

(a) the Directors of the Company;

(b) Key Management Personnel (as defined in the Corporations Act), including (without limitation) the Chief Executive Officer, the Chief Financial Officer and the Company Secretary and their direct reports;

(c) any other person who, directly or indirectly, has the authority and responsibility for planning, directing and controlling the activities of the Company;

(d) any other person the Board of Directors designate as a Designated Person in writing;

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

(i) their spouse (including a de facto spouse) or any of their children (including a step-child or adopted child) under the age of 18 years;

(ii) a person financially dependent on or acting in concert with any of those persons; and

(iii) a trust or company which they or any close family members control or have an interest in.

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

(a) Information is considered to be generally available if:

(i) it consists of readily observable matter; or

(ii) 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

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

(b) 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.

(c) 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

(a) 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.

(b) 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:

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

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

(iii) the damage or destruction of a material operation of the Company;

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

(v) regulatory action or investigations undertaken by a government authority;

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

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