

29 July 2025

Markets Announcements Office  
ASX Limited

### **Securities Trading Policy**

Eagers Automotive Limited (ASX: APE) has updated its Securities Trading Policy. **Attached** is the updated version which is also available on our website.

The updated policy is given to the ASX under listing rule 12.9.

-ENDS-

**For more information:** Denis Stark  
Company Secretary  
(07) 3608 7100

Authorised for release by the Company Secretary.



# Securities Trading Policy

## 1 Introduction

- 1.1 Directors and Employees must comply with this policy.
- 1.2 Terms used in this policy have the meanings ascribed to them in section 9.

## 2 Insider trading

Any Director or Employee who has Inside Information in relation to APE (or any other company) must not, unless permitted by law:

- 2.1 Deal in the Securities of APE (or that other company, as applicable);
- 2.2 advise, encourage, procure or suggest that another person (for example a family member, a friend, a family company or trust, or anyone else) Deal in the Securities of APE (or that other company, as applicable); or
- 2.3 communicate the Inside Information to another person where there is reason to know that person might Deal in the Securities of APE (or that other company, as applicable) or procure someone else to do so.

## 3 Trading APE securities

- 3.1 Restricted Persons must not Deal in APE Securities **outside Closed Periods** without prior notice to the Chair or Company Secretary (or in their absence, to a non-executive Director).
- 3.2 Restricted Persons must not Deal in APE Securities **during Closed Periods** without prior written approval:
  - (a) (for a Dealing by the Chair) of a non-executive Director; and
  - (b) (for a Dealing by any other Restricted Person) of the Chair (or in the Chair's absence, a non-executive Director).
- 3.3 Requests for approval under clause 3.2 are to be submitted with relevant supporting information. The approval may include conditions include the period in which the Dealing may occur.
- 3.4 When considering whether to approve a Dealing in Securities under clause 3.2, any circumstances considered relevant including without limitation any of the following may be taken into account:
  - (a) any financial difficulties or other significant or imminent financial commitments of the Restricted Person;
  - (b) any serious injury or illness, natural disaster or act of God, as relevant;
  - (c) any legal or regulatory requirement to Deal in the Securities;
  - (d) whether the Restricted Person may have Inside Information; and
  - (e) whether the Dealing involves a sale of Securities in order to fund the exercise or vesting of options, rights or other interests under employee equity or incentive plans and/or associated tax liabilities or costs.
- 3.5 The prohibitions on Dealing in Securities under clauses 3.1 and 3.2 will not apply to any Dealing:
  - (a) which results in no change in the beneficial interest in the Securities;
  - (b) which occurs via investments in schemes or other arrangements where the investment decisions are not exercised by the Restricted Person;
  - (c) in respect of which the Restricted Person has no control or influence over the Dealing decision;
  - (d) which occurs under a takeover offer or an offer or invitation to all or most of the holders of a class of Security;
  - (e) for the conversion of convertible Securities;
  - (f) to take up entitlements under rights, bonus or pro rata issues or dividend reinvestment plans; or
  - (g) to take up entitlements or exercise options or rights under the Company's employee equity or incentive plans.
- 3.6 Despite anything to the contrary contained or implied in this policy, Restricted Persons must not Deal in Securities at any time when it would be unlawful for them to do so, for example, when they have Inside Information in relation to APE.

## 4 Prohibition on risk elimination

- 4.1 Any Employee who participates in an employee equity or incentive plan must not hedge or otherwise reduce or eliminate the risk associated with the plan by Dealing in derivatives, hedging or similar arrangements in relation to Securities that have not vested or are subject to trading restrictions under the plan, without the Chair's approval.
- 4.2 Any breach of the previous clause will result in forfeiture or lapsing of the unvested Securities or additional performance hurdles or trading restrictions being imposed, at the Board's discretion.

## 5 Improper use of position or confidential information

Directors and Employees must not improperly use their position with APE or its subsidiaries, or any information obtained by virtue of their position, for personal gain or to damage APE or any subsidiary.

## 6 ASX notification by Directors

- 6.1 Under the ASX Listing Rules, APE is required to notify the ASX within five business days of any change in a Director's relevant interests in APE Securities.
- 6.2 Each Director must inform APE of any change to his/her relevant interests as soon as reasonably possible and within (3) three business days, to enable APE to comply with its obligation to notify the ASX.

## 7 Minimum Shareholding

Each Director and/or KMP member must hold a relevant interest in APE shares to a value of at least equal to the Company's annual base fee for non-executive Directors, subject to a transitional period to acquire the initial holding of 3 years or as may be determined by the Chair.

## 8 Margin Loans

- 8.1 Any person who is a Director or Senior Executive must not, either personally or through a Related Party, take out a Margin Loan without the prior approval of the Board.
- 8.2 Any Director or Senior Executive who takes out a Margin Loan, whether or not in contravention of the foregoing provision, must give immediate notice of the Margin Loan to the Chair and irrevocably consents to any public disclosure in relation to the Margin Loan which the Board may deem necessary or appropriate from time to time.

## 9 Definitions

- 9.1 In this policy:
  - (a) **APE** means Eagers Automotive Limited.
  - (b) **Chair** means the Chair of APE.
  - (c) **CEO** means the CEO of APE.
  - (d) **Closed Period** means any period from:
    - (i) 30<sup>th</sup> June (ie. the end of APE's half year) until either results for that half year are announced or market guidance on the results is given; or
    - (ii) 31<sup>st</sup> December (ie. the end of APE's full year) until either results for that full year are announced or market guidance on the results is given.
  - (e) **Deal** means buy, sell, transfer, hedge or otherwise trade.
  - (f) **Director** means a Director of APE.
  - (g) **Employee** means any employee of APE or its subsidiaries.
  - (h) **Inside Information** in relation to a company means information which is not publicly available, but if it were to be made publicly available, would be likely to materially affect the price or value of the company's Securities. This includes information that would be likely to influence people who commonly buy or sell Securities in deciding whether or not to buy or sell the company's Securities. Examples of Inside Information in relation to a company might include:
    - (i) the company deciding to acquire or dispose of a significant business or asset;

- (ii) the company's financial results materially exceeding (or falling short of) the market's expectations;
  - (iii) the threat of major litigation involving the company;
  - (iv) a new business opportunity for the company;
  - (v) the likely awarding (or loss) of a major contract or franchise to the company;
  - (vi) a proposed dividend in respect of the company's shares;
  - (vii) a proposed new share issue by the company; or
  - (viii) a significant change in senior management of the company.
- (i) **KMP** means key management personnel (as defined in the ASX listing rules) of APE.
  - (j) **Margin Loan** means any loan secured against APE Securities where the lender is protected from falls in the value of the Securities by a call right over those Securities.
  - (k) **Related Party** means any person, company or other entity under the direct or indirect control of a Director or Senior Executive.
  - (l) **Restricted Person** means:
    - (i) any Director;
    - (ii) the CEO;
    - (iii) any KMP member; and
    - (iv) any Employee who is nominated from time to time by the Chair or CEO to be a Restricted Person for the purpose of any provision of this policy (which, for example, may include any Employee who reports directly to the CEO, has access to APE's monthly management reports (such as an Employee who is involved in the preparation of those reports) or any other Employee whatsoever).
  - (m) **Securities** means shares or options, rights, warrants, forward contracts or tradeable financial products in respect of shares.
  - (n) **Senior Executive** means any Employee nominated from time to time by the Chair or CEO to be a Senior Executive for the purpose of section 8.
  - (o) **Writing** includes email or any electronic communication.