

Big River Gold Limited Corporate Governance Policies Securities Trading Policy

Purpose of the Securities Trading Policy

Big River Gold Limited (the "Company" or "Big River") is a public company incorporated in Australia with its shares listed on the Australian Securities Exchange ("ASX") and quoted on AIM, a market operated by London Stock Exchange plc ("AIM").

In accordance with the AIM Rules, the Company must have in place a reasonable and effective trading policy setting out the requirements and procedures for PDMRs Dealing in any of its securities. Similarly, the ASX Listing Rules (the "Listing Rules") require each ASX listed entity to adopt a securities trading policy that regulates trading in its securities by its key management personnel (or KMPs) during certain prohibited 'closed periods' as adopted by the Company.

Accordingly, this Securities Trading Policy ("**Policy**") and the procedures herein have been produced to provide guidance when Dealing in Company Securities taking into account the size, nature and stage of development of the Company and the obligations under the Australian Corporations Act (the "**Corporations Act**"), the Listing Rules, the Market Abuse Regulation ("**MAR**") and the AIM Rules, not to Deal in the Company's Securities whilst in possession of Inside Information.

The Company has decided to apply this Policy (save where stated within it) to all of its officers, employees and consultants (regardless of whether they are PDMRs and/or KMPs) ("Big River Staff") in order to ensure the Company and they comply with the obligations under applicable Australian, UK and EU laws and, in addition, do not misuse, and do not place themselves under suspicion of misusing, information about the Company which is available to Big River Staff and not generally available to the Company's shareholders and potential investors.

For clarity:

- a PDMR will generally also be regarded as a KMP and vie versa; and
- the obligations upon PCAs to notify transactions only relates to PCAs of PDMRs and/or KMPs; not PCAs of other Big River Staff members.

Failure to follow the Policy could result in you coming under suspicion of insider dealing (which is a crime punishable by fines and/or imprisonment) or market abuse (which could lead to civil penalties such as a fine). The Policy may mean that you cannot deal in the Company's securities.

Compliance with the Policy (as may be updated from time to time to implement any changes prescribed by the AIM Rules, MAR, the Corporations Act and/or the Listing Rules) is mandatory. A breach of either the Policy or the statutory prohibitions on insider dealing may result in disciplinary action including, where appropriate, dismissal or termination of your agreement.

Capitalised terms used in this Policy shall have the meanings ascribed to them at page 6 of this Policy, unless otherwise stated.

Policy on Trading in Company Securities

Big River Staff:

- must not at any time tell anyone (including your family, friends and business acquaintances) any confidential information about the Company;
- must not Deal in any Company Securities whilst in possession of Inside Information;
- must not engage in Short Term Trading of any Company Securities; and
- must seek approval in accordance with the procedure set out below prior to Dealing in any Company Securities.

Breaching the Policy

A breach of the Policy by any Big River Staff is serious and may lead to disciplinary action, including dismissal, where appropriate. It may also be a breach of applicable laws. Insider trading is a criminal offence which is punishable by fines and imprisonment, or both, and may also lead to civil actions which may result in substantial penalties or compensation being awarded to persons suffering loss or damage due to the insider trading.

Dealing in Company Securities

Subject to the requirements of the Corporations Act, the Listing Rules, MAR, the AIM Rules and the Policy, generally speaking Big River Staff may:

- (a) Deal in any Company Securities provided that the person does not have information that he or she knows, or ought reasonably to know, is Inside Information in relation to the Company's Securities;
- (b) not Deal or procure another person to Deal in any Company Securities if he or she has information that he or she knows, or ought reasonably to know, is Inside Information in relation to the Company's Securities;
- (c) not, except in Exceptional Circumstances, Deal in any Company Securities within:
 - the period from the commencement of the audit process for full year and half year financial accounts until the release of these results to the market, or 30 calendar days before the release of these results to the market (whichever is the longer).
 - ii. the period of 30 calendar days immediately preceding the announcement of the interim results (if any);
 - iii. any other period where the Big River Staff member or the Company are in possession of Inside Information:
 - iv. any time it has become reasonably probable that such information will be required to be notified under the AIM Rules or the Listing Rules; and
 - v. 5 calendar days prior to any known release of:
 - any announcement containing Inside Information;
 - material exploration results;
 - resource or reserve estimates;
 - · results of technical studies; and

• a capital raising (except participation by a Big River Staff member in the capital raising itself) by the Company,

("Closed Period");

Excluded trading

This Policy does not prohibit Dealing in the Company's Securities during a Closed Period as outlined below:

- (a) transfers of Securities already held into a superannuation fund or other saving scheme in which the Director, the Company Secretary, employee or consultant is a beneficiary;
- (b) transfers of Securities where there is no change in beneficial ownership;
- (c) an investment in, or trading in units of, a fund or other scheme (other than a scheme only investing in the securities of the entity) where the assets of the fund or other scheme are invested at the discretion of a third party (but not entering into, amending or cancelling any such scheme);
- (d) where a Big River Staff member is a trustee, trading in Securities by that trust provided the Big River Staff member is not a beneficiary of the trust and any decision to trade during a Closed Period is taken by the other trustees or by the investment managers independently of the Big River Staff member (but not where you are the sole trustee taking that decision);
- (e) undertakings to accept, or acceptance of, a takeover offer;
- (f) trading under an offer or invitation made to all or most of the security holders, such as, a rights issue, a security purchase plan, a dividend or distribution reinvestment plan and an equal access buy-back, where the plan that determines the timing and structure of the offer has been approved by the board. This includes decisions relating to whether or not to take up the entitlements; and
- (g) trading under a non-discretionary Trading Plan for which prior written clearance has been provided in accordance with procedures set out in the trading policy and where:
 - i. the Big River Staff member did not enter into the plan or amend the plan during a Closed Period:
 - ii. the trading plan does not permit the Big River Staff member to exercise any influence or discretion over how, when, or whether to trade; and
 - iii. the entity's trading policy does not allow for the cancellation of a Trading Plan during a Closed Period other than in exceptional circumstances.

Notwithstanding that the above dealings are excluded from the operation of this policy, they remain subject to the insider trading prohibitions under the Corporations Act and insider dealing prohibitions under MAR.

Approval to be sought before Dealing in Securities

Big River Staff members must receive approval for any proposed Dealing in the Company's Securities (whether or not in a Closed Period) by following the procedure setout below:

- (a) when applying for permission to Deal in the Company's Securities, please complete the form set out in Schedule 2 and submit it to the Company Secretary (with a copy to the Chairman).
- (b) the Chairman will consider the application and confirm whether it has been successful or denied. It is intended that a request will be answered within 48 hours however no Dealing is to occur until clearance as been obtained;
- (c) where the Chairman is seeking permission to Deal, the above process will apply, save that the Managing Director shall consider any such application.

Where a Director is seeking approval for a security transaction, the approving Director will notify other Directors of the request before granting approval.

Prior to providing approval for any security transactions, the relevant Director will confirm with the Company Secretary that all relevant Company policies have been complied with. Clearance to Deal may be given subject to conditions. Where this is the case, you must observe those conditions when Dealing.

You must <u>not</u> submit an application for clearance to Deal if you are in possession of Inside Information. If you become aware that you are or may be in possession of Inside Information after you submit an application, you must inform the Company Secretary as soon as possible and you must refrain from Dealing (even if you have been given clearance).

The Company will not normally give you reasons if you are refused permission to Deal. You must keep any refusal confidential and not discuss it with any other person. Where clearance to Deal has been refused, you must not Deal in Securities and must submit a new application for clearance to Deal in respect of any subsequent request to Deal.

Exceptional Circumstances

Except where there is a matter about which there is Inside Information in relation to Company Securities, the Chairman (or two Directors in the case of the Chairman) may give clearance during a Closed Period for a Big River Staff member to sell (but not buy) Company Securities in Exceptional Circumstances.

The Big River Staff member seeking clearance to Deal in the Securities must outline in writing to the Chairman (or 2 Directors in the case of the Chairman) the circumstances of their severe financial hardship or as to why their circumstances are otherwise exceptional and that the proposed Dealing in the Securities is the only reasonable course of action available.

The Chairman (or 2 Directors in the case of the Chairman) will decide if Exceptional Circumstances exist and this decision will be final.

Notification of Dealing in Company Securities

In addition to obtaining the relevant approvals, a Big River Staff member must notify the Company Secretary immediately where they or, <u>if they are a PDMR and/or KMP</u>, a person closely associated with them, whether directly, or indirectly for their own account, Deals in any Company Securities to ensure that the notification requirements of ASX, AIM, MAR and the UK Financial Conduct Authority ("FCA") are met. This notification obligation operates at all times (including during any Closed Period).

PDMRs and/or KMPs are required to advise their PCAs of these notification obligations. A template letter to assist you in doing so is available from the Company Secretary.

The applicable notification obligations are:

- (a) Notifications to the Company must be made in writing using the template in Schedule 3 and sent to the Company Secretary as soon as practicable and in any event within two business days of the transaction date. You should ensure that your investment managers (whether discretionary or not) notify you of any Notifiable Transactions conducted on your behalf promptly so as to allow you to notify the Company within this time frame.
- (b) Where the notification is in respect of a PDMR or their PCAs, notifications to the FCA must be made using the prescribed electronic form within three business days of the transaction date. A copy of the notification form is available on the FCA's website at https://marketoversight.fca.org.uk/electronicsubmissionsystem/MaPo_PDMR_Introduction.

The Company is also required to notify the AIM market of each Notifiable Transaction via an RIS promptly and within three business days of the transaction date.

(d) Where the notification is in respect of a KMP or their Associates, the ASX Listing Rules require the Company to notify ASX within five business days after any dealing in securities of the Company which results in a change in the relevant interests of a KMP or their Associates in the Company's securities.

Provided that you comply with paragraph (a) above, the Company Secretary will arrange for lodgment of notification to ASX, the appropriate Regulatory Information Service provider and the FCA within the prescribed time periods.

The details of the transaction which need to be confirmed in writing to the Company Secretary include the following:

- (a) name;
- (b) the name of any person who dealt on their behalf;
- (c) details of the holder of the interest in securities the subject of the dealing;
- (d) the nature of the transaction;
- (e) the date of the dealing;
- (f) the number of securities subscribed for, bought or sold;
- (g) the amount paid or received for those securities;
- (h) the number of securities held by the relevant person (directly or indirectly) before and after the dealing; and
- (i) any other information requested for the purposes of compliance with the applicable legal and regulatory requirements.

The form to complete and send to the Company Secretary for these notification purposes is set out in Schedule 3.

Policy Extends to Trading in Other Entities

This policy also applies to Big River Staff trading in the securities of other entities with which the Company has business dealings and which are listed on the ASX, AIM or any other financial market.

Further Information

If you are unsure about any information you may have in their possession, and whether you can use that information for Dealing in the Company's Securities or securities of another entity, should contact the Company Secretary.

DEFINITIONS

In this Policy on Dealing in the Securities of Big River Gold Limited:

"AIM Rules" means the AIM rules for companies admitted to AIM published by the London Stock Exchange plc, as amended from time to time.

"Associate" includes nominee companies, spouses, dependent children, family trusts and superannuation funds.

"Company" means Big River Gold Limited (ACN 106 641 963).

"Deal" or "Dealing" includes any transaction associated with buying, selling or subscribing for a Security including the exercise of options, the receipt of shares under share plans, using Securities as security for a loan or other obligation and entering into, amending or terminating any agreement in relation to Company

Securities (e.g. a Trading Plan). A non-exhaustive list of transactions which constitute a "Dealing" under MAR is set out in Schedule 1.

"Director" means a director of the Company.

"Exceptional Circumstances" means circumstances of severe financial hardship whereby the PDMR has a pressing financial commitment that cannot be satisfied otherwise than by selling the relevant Securities.

"Inside Information" is information that if it was generally available and known to the market would have material effect on the price or value of the applicable security, and may include, without limitation:

- material exploration results;
- resource or reserve estimates;
- results of technical studies (including, but not limited to, scoping, pre-feasibility and feasibility studies);
- acquisition or disposal of tenements (including by way of Joint Venture/Farm in or Option)
- borrowings;
- liquidity and cash flow information;
- significant changes in operations;
- management restructuring;
- significant litigation;
- impending mergers acquisitions, reconstructions, takeovers; and
- major asset purchases or sales.

For the purposes of this Policy, information is taken to be **material** or will have a **material effect** if the information would, or would be likely to, influence persons who commonly acquire securities in deciding whether or not to acquire or dispose of the Company's Securities

"KMPs" mean key management personnel for the purpose of the Listing Rules, being those persons having authority and responsibility for planning, directing and controlling the activities of the entity, directly or indirectly, including and director (whether executive or otherwise) of that entity.

"Notifiable Transaction" mean a transaction in respect of the Company's securities which is required to be notified to the Company pursuant to this Policy, examples of which are set out in Schedule 1;

"PDMRs" mean persons discharging managerial responsibility for the purpose of MAR, being:

- (a) a member of the administrative, management or supervisory body of that entity; or
- (b) a senior executive who is not a member of the bodies referred to in point (a), who has regular access to inside information relating directly or indirectly to that entity and power to take managerial decisions affecting the future developments and business prospects of that entity

A "person closely associated" with a PDMR means:

(a) a spouse or civil partner of the PDMR;

- (b) a PDMR's child or stepchild under the age of 18 years who has no spouse or civil partner;
- (c) a relative who has shared the same household as the PDMR for at least one year on the date of the transaction concerned; or
- (d) a legal person, trust or partnership, the managerial responsibilities of which are discharged by a PDMR or by a person referred to in subparagraphs (a), (b), (c) above, which is directly or indirectly controlled by such a person, which is set up for the benefit of such a person, or the economic interests of which are substantially equivalent to those of such a person (e.g. a family trust or a personal pension or superannuation fund)

"Relevant Interest" a person has a Relevant Interest in Securities if they:

- are the holder of the securities; or
- have power to exercise, or control the exercise of, a right to vote attached to the securities; or
- have power to dispose of, or control the exercise of a power to dispose of, the securities.

"Security" includes shares, securities, debentures, debt instruments, rights, options, employee options, prescribed interests and warrants or derivatives or financial instruments linked to any of them, including phantom options, depositary interests, futures, swaps and contracts for differences.

"Short Term Trading" is where the acquisition and disposal of securities occurs within 3 months of each other.

"Trading Plan" means a written plan entered into by a Big River Staff member and an independent third party that sets out a strategy for the acquisition and/or disposal of Company Securities by that person, and:

- (a) specifies the amount of Securities to be dealt in and the price at which and the date on which the Securities are to be dealt in; or
- (b) gives discretion to that independent third party to make trading decisions about the amount of Securities to be dealt in and the price at which and the date on which the Securities are to be dealt in; or
- (c) includes a method for determining the amount of Securities to be dealt in and the price at which and the date on which the Securities are to be dealt in.

Australian Corporations Act Legislation Information

The main provision dealing with insider trading is section 1043A of the Corporations Act. However, other sections throughout the Corporations Act deal with peripheral and related matters such as stock market manipulation, misleading conduct, fiduciary duties etc.

Section 1043A is summarised as follows:

1. Where:

(a) a person ("insider") possesses Inside Information; and

the person knows, or ought reasonably to know, that:

- (i) the information is not generally available; and
- (ii) if it were generally available, it might have a material effect on the price or value of those securities,

the following rules apply.

- 2. The insider must not (whether as principal or agent):
 - (a) apply for, acquire, or dispose of, relevant Securities or enter into an agreement to apply for, acquire, or dispose of, relevant securities; or
 - (b) procure another person to apply for, acquire, or dispose of, relevant Securities or enter into an agreement to apply for, acquire, or dispose of, relevant securities.
- 3. The insider must not, directly or indirectly, communicate the information, or cause the information to be communicated, to another person if the insider knows, or ought reasonably to know, that the other person would or would be likely to:
 - (a) apply for, acquire, or dispose of, relevant Securities or enter into an agreement to apply for, acquire, or dispose of, relevant securities; or
 - (b) procure another person to apply for, acquire, or dispose of, relevant Securities or enter into an agreement to apply for, acquire, or dispose of, relevant securities.

Definition of "inside information" under MAR

For the purpose of MAR (Article 7), Inside information is information:

- of a precise nature;
- that relates, directly or indirectly, to one or more issuers (including, but not limited to, the Company) or to one or more Securities;
- which has not been made public; and
- which, if it were made public, would be likely to have a significant effect on the price of those Securities or related Securities.

Accordingly, it includes price sensitive information which relates to other companies and also to financial instruments referenced to securities.

SCHEDULE 1

NON-EXHAUSTIVE EXAMPLES OF DEALINGS / NOTIFIABLE TRANSACTIONS

Transaction

- An acquisition, disposal, short sale, subscription or exchange
- The acceptance or exercise of a share option or award, including of a share option/award granted to
 managers or employees as part of their remuneration package, and the disposal of shares stemming
 from the exercise and/or vesting of a share option/award
- Entering into or exercising equity swaps
- Transactions in or related to derivatives, including cash-settled transactions
- Entering into a contract for difference in respect of a financial instrument of the Company
- The acquisition, disposal or exercise of rights, including put and call options, and warrants
- Subscriptions to a capital increase or debt instrument issuance
- Transactions in derivatives and financial instruments linked to a debt instrument of the concerned issuer, including credit default swaps
- Conditional transactions, upon the occurrence of the conditions and actual execution of the transactions
- Automatic or non-automatic conversion of a financial instrument into another financial instrument, including the exchange of convertible bonds to shares
- Gifts and donations made or received, and inheritance received
- Transactions executed in index-related products, baskets and derivatives
- Transactions executed by a manager of an alternative investment fund in which you have invested
- Transactions executed in shares or units of investment funds, including alternative investment funds (AIFs)
- Transactions executed by a third party under an individual portfolio or asset management mandate on your behalf or for your benefit
- Borrowing or lending of shares or debt instruments of the Company or derivatives or other financial instruments linked to them
- The pledging or lending of financial instruments. A pledge or similar security interest, of financial instruments in connection with the depositing of the financial instruments in a custody account does not need to be notified, unless and until such time that such pledge or other security interest is designated to secure a specific credit facility
- Transactions undertaken by persons professionally arranging or executing transactions or by another person on your behalf, including where discretion is exercised
- Transactions made under a life insurance policy, where you are the policyholder and bear the investment risk and have the power or discretion to make investment decisions in relation to the policy. No notification obligation is imposed on the insurance company

SCHEDULE 2

REQUEST FOR PERMISSION TO DEAL

If you wish to deal in the shares or debt instruments of the Company or derivatives or other financial instruments linked to them, you must first complete this form, scan and email it to admin@bigrivergold.com.au.

APPLICATION FOR CLEARANCE TO DEAL

I wish to apply for clearance to deal under the Company's Security Trading Policy. I confirm and agree that:-

- (i) the information included in this form is accurate, complete and not misleading;
- (ii) I am not in possession of inside information relating to the Company or any of the Company's securities;
- (iii) I understand that I must not deal until I have received confirmation from the Company Secretary that I have permission to deal;
- (iv) if given clearance to deal and I still wish to deal, I will do so as soon as possible and in any event within two business days of permission being granted; and
- (v) if I become aware that I am in possession of inside information before I deal, I will promptly inform the Company Secretary of that fact and immediately refrain from dealing.

1.	Applicant	
a)	Name	
b)	Contact details	[Please include email address and telephone number.]
2.	Proposed dealing	
a)	Description of the securities	[e.g. a share, a debt instrument, a derivative or a financial instrument linked to a share or debt instrument.]
b)	Number of securities	[If actual number is not known, provide a maximum amount (e.g. 'up to 100 shares' or 'up to £1,000 of shares').]
c)	Nature of the dealing	[Description of the transaction type (e.g. acquisition; disposal; subscription; option exercise; settling a contract for difference; entry into, or amendment or cancellation of, an investment programme or trading plan).]

d)	Other details	[Please include all other relevant details which might reasonably
-		assist the person considering your application for clearance (e.g. transfer will be for no consideration).]
		[If you are applying for clearance to enter into, amend or cancel an investment programme or trading plan, please provide full details of the relevant programme or plan or attach a copy of its terms.]
e)	Applicable exemption in respect of proposed dealing in a MAR closed period (if applicable)	[If the proposed dealing would be within the period of 30 calendar days before the announcement of the interim financial report or preliminary results announcement of the Company, there are only very limited circumstances in which dealing may be permitted pursuant to MAR. Please refer to the Company's Security Trading Policy for details of the possible exemptions.]
	(i) Trading in relation to an employee share or saving scheme where the beneficial interest does not change	I wish to: a) exercise [number] of [options]/[warrants] over the Company's shares under [name of employee share scheme].* b) convert [number] of convertible bonds under [name of employee share scheme].* c) sell [number] of shares acquired pursuant to the exercise or conversion of [options]/[warrants]/[convertible bonds] under [name of employee share scheme].* d) [transfer]/[receive] shares between two of my accounts, in circumstances where the transfer does not result in a change in price of the shares.* e) acquire [number] shares pursuant to [describe qualification or entitlement provisions of the Company's articles of association or offering document].* * Please delete as appropriate. The acquisition could not take place at another time because:

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	(ii) Sale of shares during a closed period due to exceptional circumstances, such as severe financial difficulty	[Please describe the transaction and provide an explanation of why the sale of shares is the only reasonable way of obtaining the necessary financing.] I wish to carry out the following sale of shares of the Company, due to the existence of exceptional circumstances: (Please detail the nature and timing of the proposed sale and in whose name it is being carried out.)
		I confirm that the sale of shares is the only reasonable way of obtaining the financing.
		Please provide an explanation of why the sale of shares is the only
		reasonable way of obtaining the necessary financing and cannot be
		executed at another moment in time than during the closed period:
Signed	:	
Date:		
		financing.] I wish to carry out the following sale of shares of the Company, due to the existence of exceptional circumstances: (Please detail the nature and timing of the proposed sale and in whose name it is being carried out.) ficulty I confirm that the sale of shares is the only reasonable way of obtaining the financing. Please provide an explanation of why the sale of shares is the only
Date:		
Time:.		
Name:		
Positic	on:	

SCHEDULE 3

NOTIFICATION OF DEALING BY BIG RIVER STAFF MEMBER/PCA

Please send your completed form by email to admin@bigrivergold.com.au. If you require any assistance in completing this form, please contact the Company Secretary.

1.	Details of Big River S	taff member / person closely associated with them ('PCA')*	
a)	Full name		
b)	Position / status	[State job title.] [For PCAs, state that the notification concerns a PCA and the name and, if known, position of the relevant Big River staff member.]	
c)	Initial notification / amendment	[Please indicate if this is an initial notification or an amendment to a prior notification. If this is an amendment, please explain the previous error which this amendment has corrected.]	
2.	Details of the transaction(s): NB: Section to be repeated for (i) each type of instrument; (ii) each type of transaction; (iii) Each date; and (iv) each place where transactions have been conducted		
a)	Description of the financial instrument	[State the nature of the instrument e.g. a share, a debt instrument, a derivative or a financial instrument linked to a share or debt instrument.]	
b)	Nature of the transaction	[Description of the transaction type e.g. acquisition, disposal, subscription, contract for difference, etc.] [Please indicate whether the transaction is linked to the exercise of a share option or similar.]	

c)	Price(s) and	
-1	volume(s)	Price(s) Volume(s)
		[Where more than one transaction of the same nature (purchase, disposal, etc.) of the same financial instrument are executed on the same day and at the same place of transaction, prices and volumes of these transactions should be separately identified in the table above, using as many lines as needed. Do not aggregate or net off transactions here (see below).]
۹,	A ====================================	[In each case, please specify the currency and the metric for volume.]
d)	Aggregated information: • Aggregated	Aggregated volume: [Please aggregate the volumes of multiple transactions when these transactions:
	volume;	– relate to the same financial instrument;
	• Price	– are of the same nature;
		– are executed on the same day; and
		are executed at the same place of transaction.]
		[Please state the metric for volume.]
		Price:
		[Please provide:
		 in the case of a single transaction, the price of the single transaction; and
		 in the case where the volumes of multiple transactions are aggregated, the weighted average price of the aggregated transactions.]
e)	Date of the transaction	[Date of the particular day of execution of the notified transaction, using the date format: YYYY-MM-DD and please specify the time zone.]
f)	Place of the transaction	[Please name the trading venue where the transaction was executed. If the transaction was not executed on any trading venue, please state 'outside of a trading venue' in this box.]

^{*} Please delete as appropriate.