



## **ASTRAL FOODS LIMITED**

### **INFORMATION POLICY**

#### **1. INTRODUCTION**

- 1.1 This Information Policy deals with the identification, classification and effect of information arising in the ordinary course of business and information arising not in the ordinary course of business with respect to Astral Foods Limited and the regulatory and group compliance requirements in respect thereof. The Information Policy is not a substitute document for the JSE Listing Requirements, therefore the JSE Listing Requirements must be read to obtain full and complete knowledge of all compliance and other requirements contained therein.
- 1.2 The Information Policy applies primarily to all Astral Foods Limited directors, major subsidiary companies' directors, the company secretary, all Exco members and Insiders ("Affected Persons").
- 1.3 The Information Policy also applies to Astral Foods Limited group employees, excluding Affected Persons to the extent that such employees are required to be aware of the existence and provisions of such policy and be aware of the consequences of Insider Trading.

#### **2. REFERENCE DOCUMENTATION**

- 2.1 Financial Markets Act, 2012 ("FMA")
- 2.2 JSE Listings Requirements ("JSE LR")
- 2.3 Companies Act, 2008 ("Act")

#### **3. GLOSSARY OF TERMS**

##### **3.1 Affected Director**

Any director of Astral Foods Limited, any director of a major subsidiary and the Company Secretary

##### **3.2 Associate**

As defined in the JSE LR, "associate" in relation to an individual means:

- i) That individual's immediate family (i.e. spouse(s) and children, including step child, adopted child or illegitimate child up to the age of 18 years and any person under the guardianship of the individual); and/or
- ii) The trustees (acting as such) of any trust of which that individual's spouse or children is a beneficiary or discretionary subject including trustees of a trust without nominated beneficiaries, but which have been provided with a letter of wishes or similar document or other

- instruction, including a verbal instruction, naming desired beneficiaries (other than a trust that is either an occupational pension scheme, or an employees' share scheme that does not, in either case, have the effect of conferring benefits on that individual or that individual's family); and/or
- iii) Any trust, in which the individual and/or his family referred to above, individually or taken together have the ability to control 35% of the votes of the trustees or to appoint 35% of the trustees, or to appoint or change 35% of the beneficiaries of the trust. Without derogating from the above, and for the purposes of this definition, the term "trust" may also be replaced with any other vehicle or arrangement set up for similar purposes to that of a trust; and/or
  - iv) Any company in whose equity Securities that individual or spouse or any person or trust contemplated in i) or ii) above, taken together, is directly or indirectly beneficially interested (or has a conditional, contingent or indirectly beneficially interested (or has a conditional, contingent or future entitlement to become beneficially interested) and over that the individual or any person or trust contemplated in i) or ii) above is (or would on the fulfilment of the condition or the occurrence of the contingency be) able:
    - a) To exercise or control the exercise of 35% or more of the votes able to be cast at general meetings on all, or substantially all, matters; or
    - b) To appoint or remove directors holding 35% of more of the voting rights at board of directors' meetings on all, or substantially all, matters; or
    - c) To exercise or control the exercise of 35% of more of the votes able to be cast at a board of directors' meeting on all, or substantially all, matters;and/or
  - v) Any close corporation in which the individual and/or any member(s), taken together, of the individual's family is beneficially interested in 35% or more of the members' interest and/or is able to exercise or control the exercise of 35% or more of the votes able to be cast at members' meetings on all, or substantially all, matters; and/or
  - vi) Any associate as defined below with reference to a company of the company referred to in iv) above. For the purposes of iv)a) above, where more than one director of the same listed company is directly or indirectly beneficially interested in the equity Securities of another company, then the interests of those directors and their associates will be aggregated when determining whether such a company is an associate of any one director of such listed company.

Associate in relation to a company means:

1. Any other company that is its subsidiary, holding company or subsidiary of its holding company; and/or
2. Any company whose directors are accustomed to act in accordance with the company's directions or instructions; and/or
3. Any company in the capital of which the company, and any other company under 1 or 2 taken together, is, or would, on the fulfilment of a condition or the occurrence of a contingency, be interested in the manner described in iv) above; and/or
4. Any trust controlled by, or jointly controlled by, the company and any company under 1 and 2 above, individually or taken together, has the

ability to control 35% of the votes of the trustees or to appoint 35% of the trustees, or to appoint or change 35% of the beneficiaries of the trust. Without derogating from the above, and for the purposes of this definition, the term “trust” may also be replaced with any other vehicle or arrangement set up for similar purposes to that of a trust.

### **3.3 Astral Foods Share Dealing**

As defined in the JSE LR and abbreviated herein, any sale or purchase of, or agreement to sell or purchase, any Securities relating to Astral Foods Limited and the grant, acceptance, acquisition, disposal, exercise or discharge of any option (including but not limited to, options in terms of a share incentive/option scheme) or other right or obligation, present or future, conditional or unconditional, to acquire or dispose of Securities, or any interest in Securities relating to Astral Foods Limited and the terms “dealing” or “deal” shall be construed accordingly.

### **3.4 Cautionary Announcement**

An announcement published on SENS and then in the press containing all Price Sensitive Information or Material Price Sensitive Information known at the time concerning a Corporate Action (**CA**) because such Price Sensitive Information or Material Price Sensitive Information can no longer be kept confidential or has “leaked” into the public domain.

### **3.5 Insider or Inside Information or Inside Information Periods**

Means a person or information or periods as contained in the FMA.

### **3.6 Normal Trading**

In the ordinary course of business, comprising normal sales or revenue activities and attendant working capital effects.

### **3.7 Trading Event**

An “unusual” event effecting Normal Trading, such as the declaration of a dividend or an announcement of a newly awarded contract.

## **4. PROHIBITED PERIODS**

4.1 Prohibited Periods comprise both Price Sensitive Periods and Closed Periods.

4.2 Price Sensitive Periods are periods when Astral Foods Limited is in possession of Price Sensitive Information regarding Trading Events or a Corporate Action (CA).

4.3 Closed Periods are either Financial Closed Periods or Cautionary Closed Periods.

4.3.1 A Financial Closed Period automatically commences at interim period end and at financial year end. The Interim Financial Closed Period ends upon publication of the interim results on SENS. The financial

year end Financial Closed Period ends upon the publication of the first financial year end condensed report, being an abridged, preliminary or provisional report on SENS.

4.3.2 A Cautionary Closed Period automatically commences after publication of a Cautionary Announcement on SENS and ceases when the Cautionary Announcement is withdrawn and announced as such on SENS, or finalization of information (plus other specific JSE LR information required to be disclosed) concerning the subject matter of the Cautionary Announcement is announced on SENS.

4.4 Price Sensitive Periods are also Inside Information Periods.

4.5 Affected Persons are prohibited from effecting Astral Foods Limited Share Dealings during all Prohibited Periods.

4.6 During a Closed Period, which is not also a Price Sensitive Period, any Affected Person, who is not also an Affected Director, who has an unexpected and urgent need, due to hardship, to effect an Astral Share Dealing sale may make special application to Astral to effect such Astral Share Dealing sale.

4.7 If an Affected Person in 4.6 above is also an Affected Director, an application must be made to the JSE for approval to effect any Astral Share Dealing by such Affected Director. However, the JSE will only grant approval of such applications in exceptional circumstances and reasons for such application will be disclosed on SENS.

## 5. PRICE SENSITIVE INFORMATION

5.1 Price Sensitive Information may arise from Normal Trading events or from CAs and is measured and treated identically.

5.2 Determination of Price Sensitive Information

The determination of whether and when information, arising in terms of 5.1 above, is considered to be Price Sensitive requires such information to be reviewed by Astral, on an integrated basis, regarding, firstly, whether its importance and size prequalifies it as being Price Sensitive and, secondly, to finally qualify the information as being Price Sensitive when “reasonable certainty” has been achieved that the Normal Trading event or CA will be effected. The metrics of importance, size and certainty are to be measured as follows:

### 5.2.1.1 Importance

5.2.1.1.1 The determined “importance” of any information that is not “linked” to a size measure (concerning a subject matter value versus Astral’s market capitalisation metric – refer to 5.2.1.2) is judgmental in nature and requires careful consideration by Astral as to whether its publication would be likely to have an equal to or greater than 5% effect on the share price – if so determined then – such information prequalifies as being Price Sensitive. Astral should exercise its

discretion and pre-judge the likely price movement as a result of the developments.

- 5.2.1.1.2 Notwithstanding the expected share price effect of equal to or greater than 5% mentioned in 5.2.1.1.1 above, if Astral considers the information to “just be” important enough to warrant disclosure, irrespective of the effect on the share price – then such information prequalifies as being Price Sensitive.
- 5.2.1.1.3 Further, where a CA is being negotiated and related parties, as defined in Section 10 of the JSE LR, are involved in the CA, the information arising therefrom automatically prequalifies as being Price Sensitive.

#### 5.2.1.2 Size

- 5.2.1.2.1 Trading Events, excluding Trading Statements, are measured in terms of the subject matter size concerned, and when the subject matter size is equal to or greater than 5% of Astral’s market capitalisation (or some other defined number such as group revenue or group cost or similar number determined by Astral) – then such information prequalifies as being Price Sensitive.
- 5.2.1.2.2 Trading Statements presume that any difference of greater than 20% in forecast eps or heps compared to either the respective prior year eps or heps or previously forecast eps or heps for the current relevant Trading Statement period that has replaced prior year eps or heps as the measurement base – is Price Sensitive and requires a Trading Statement to be published on SENS. Astral must ensure compliance with the Trading Statement JSE LR which discharges the requirement to announce Price Sensitive Information in respect of a “greater than 20% eps or heps effect”. (Refer to 10).
- 5.2.1.2.3 If Astral considers that a “less than 20% effect on eps or heps” is Price Sensitive then a voluntary Trading Statement must be announced on SENS when such determined level is reached. Astral must ensure such voluntary Trading Statement announcement is made on SENS where and when considered necessary. (Refer to 9)
- 5.2.1.2.4 Even though it can be argued that a CA effected at fair value should have no effect on a share price because of the lack of impoverishment to Astral or its shareholders post such CA, Astral will consider any CA consideration or subject matter that is 5% or more of the size of Astral’s market capitalisation as prequalifying any information in respect thereof as being Price Sensitive.

### 5.2.1.3 Certainty

Reasonable certainty (or reasonable confidence) of the occurrence of a CA or Trading Event is the final indicator that qualifies prequalified Price Sensitive Information as being Price Sensitive. Usually a CA or Normal Trading event being negotiated commences with a low probability of success which then increases until agreement is reached or negotiations are terminated. Either way, whether the CA or Trading Event is successful or not, certainty increases as negotiations progress. In the early stages of a CA or Trading Event negotiations it is quite common that the uncertainty involved dictates that no publication of any information be effected as such publication would be misleading. Astral must determine when reasonable certainty of occurrence of a CA or Trading Event has been reached, and at that time must finally qualify such information as being Price Sensitive.

## 6. MATERIAL PRICE SENSITIVE INFORMATION

- 6.1 The concept of Material Price Sensitive Information is contained in the JSE LR.
  - 6.1.1 Materiality is defined as a rule of thumb as being 10% or more of any subject matter.
  - 6.1.2 Therefore, Material Price Sensitive Information is Price Sensitive Information that would be expected to have a 10% or greater effect on the ruling price of Astral's shares if it were made public.
- 6.2 Determination of Material Price Sensitive Information and the linkage to Price Sensitive Information.
  - 6.2.1 The determination of Material Price Sensitive Information is the same as that for Price Sensitive Information and must be determined by Astral.
  - 6.2.2 The JSE LR require price sensitive information to be published on SENS, but not in the press. This rule presumes that such information has not "leaked" into the market and that the SENS announcement therefore apprises all persons equally at the same time.
  - 6.2.3 When a CA is being effected and negotiations have reached the level of price sensitivity described in 5, Astral will strive to ensure that public disclosure is effected before a breach of confidentiality occurs.
  - 6.2.4 If Astral is concerned about maintaining confidentiality of information or there is an actual breach of confidentiality and a "leak" of Price Sensitive Information into the market before formally planned disclosure, the JSE LR require immediate correction of the situation by publication of an announcement dealing with all relevant leaked items of information.

*Because of the difficulty in dealing with Price Sensitive Information differently from Materially Price Sensitive Information, this Information Policy assumes that Astral will treat Price Sensitive Information identically to Materially Price Sensitive Information and vice versa i.e.*

*all possible breaches of confidentiality or actual breaches of confidentiality result in publication of a Cautionary Announcement.*

## **7. INSIDE INFORMATION AND THE LINKAGE TO PRICE SENSITIVE INFORMATION**

- 7.1 Any person who receives Inside Information concerning Astral becomes an Insider and if he/she commits an Insider Trading offence he/she is liable for a maximum civil liability of up to four times the profit made (or loss avoided) plus R1 million administrative penalty.
- 7.2 Astral will automatically deem any Price Sensitive Prohibited Period to also be an Inside Period.
- 7.3 Such Insiders will be informed when Astral is no longer in an Inside Period.

## **8. CONFIDENTIALITY RULE REGARDING PRICE SENSITIVE AND MATERIAL PRICE SENSITIVE INFORMATION**

- 8.1 The concept of confidentiality of information is contained in the JSE LR.
- 8.2 Price Sensitive Information / Inside Information and Material Price Sensitive Information may not be given to select persons only. The prime rule is that such information must be published on SENS so that all persons are equally apprised of such information at the same time.
  - 8.2.1 However, where a CA or Trading Event is being negotiated, Price Sensitive Information and/or Material Price Sensitive Information may be given in strict confidence to persons being negotiated with, including counterparties, shareholders and various advisers involved. The provision of such information requires the recipients to be recorded in the Insider Register and written notification to be given to the persons receiving such information notifying them that the information is considered to be Inside Information and that they may not deal in any Securities concerned.
  - 8.2.2 Astral must authorise the selective disclosure of any Price Sensitive Information to any person(s) and must ensure compliance with 7.2.1 regarding notification and recordal thereof.

## **9. PUBLICATION OF ANNOUNCEMENTS REGARDING PRICE SENSITIVE CORPORATE ACTIONS / NORMAL TRADING EVENTS**

- 9.1 This Information Policy requires Price Sensitive Information and/or Material Price Sensitive Information concerning a yet to be completed CA or Trading Event that can no longer be kept confidential to be published as a Cautionary Announcement on SENS and in the press the next business day.
  - 9.1.1 When a CA or Trading Event is being effected and negotiations have reached the level of price sensitivity described in the JSE LR Astral will strive to ensure that public disclosure by way of a Cautionary Announcement is effected before a breach of confidentiality occurs.
  - 9.1.2 If there is a breach of confidentiality and a “leak” of Price Sensitive Information into the market before formally planned disclosure by way

of a Cautionary Announcement, the JSE LR require immediate correction of the situation by publication of a detailed Cautionary Announcement with all relevant leaked items of information.

9.1.3 Astral (therefore) must delegate responsibility to monitor the progress of all Price Sensitive situations to the Company Secretary and must react to any leak (made known to Astral) by the immediate publication of a detailed Cautionary Announcement containing all relevant information that leaked, or if such leaked information is not known in detail, then as much information as is known and is reasonably certain in the circumstances.

9.1.4 Where and when publication of such detailed cautionary following a leak is impossible due to uncertainty or disagreement between parties regarding publication, Astral will immediately request the Astral board to request the JSE to suspend trading in Astral's Securities until the situation is able to be cured by way of publication of relevant information, thereby lifting the suspension.

## **10. PUBLICATION OF TRADING STATEMENTS, NORMAL TRADING EVENTS AND THE LINKAGE TO PRICE SENSITIVE INFORMATION AND PROHIBITED PERIODS**

10.1 Trading Statements apply to two separate financial periods, firstly to the interim period ending / ended with respect to the 6 month interim period results and secondly, to the full financial year ending/ ended with respect to the 12 month financial year results.

10.2 The publication of a Trading Statement provides the market with an update of all financial Price Sensitive Information and therefore automatically ends a Price Sensitive Period that arose from Normal Trading conditions. The publication of a Trading Statement does not give rise to a Cautionary Period or a Financial Closed Period.

## **11. PERIODIC FINANCIAL INFORMATION DISCLOSURE**

### **11.1 Interim results**

11.1.1 Interim results cover the first 6 month period of the financial year and must be compliant with IFRS, the Act and any required JSE GAAP.

11.1.2 Interim results must be issued and published on SENS within 3 months of the interim period ended.

11.1.3 Interim results will be auditor reviewed if the audit opinion contained in the prior year annual financial statements was modified, excluding an emphasis of matter or a reportable irregularity paragraph.

11.1.4 Failure to publish the Interim Results within 4 months of the interim period ended will result in the suspension of trading in Astral's Securities at the beginning of month 5.



## 11.2 Financial year end results

- 11.2.1 Financial year end results are contained in the audited annual financial statements (“AFS”) and cover the 12 month period of the financial year and must be compliant with IFRS, the Act and any required JSE GAAP (“GAAP”).
- 11.2.2 The AFS form part of the Integrated Annual Report. The other parts of the Integrated Annual Report are the Annual Report (“AR”) and the Notice of Annual General Meeting (“AGM”).
- 11.2.3 The AR contains all governance disclosures and other non GAAP disclosures.
- 11.2.4 Astral will adopt the prevailing King Code and Report (“King”) principles as it suits the group. Such adopted principles and explained non adopted principles will be recorded in the Governance Register and placed on Astral’s website. Astral must refer to the Governance Register in the AR.
- 11.2.5 Astral must adopt and comply with the required specific governance principles contained in the JSE LR. Disclosure of such compliance must be made in the AR.
- 11.2.6 The Integrated Report must be issued within 3 months of the relevant financial year end unless any particular matter makes such issue impossible, in which case such issue must then be effected within 6 months of the financial year end.
- 11.2.7 All Reports and Integrated Annual Report must be placed on Astral’s website on the date of issue.

## 11.3 Presentations and interviews concerning periodic information and other derivative presentations thereof

- 11.3.1 Presentations concerning periodic financial information and or separate meetings with shareholders or analysts must only be effected by authorised persons.
- 11.3.2 The presenter(s) of financial results – typically the CEO and CFO and any authorised person – requires careful briefing as to what can be divulged in answer to any question and what cannot be divulged.
  - 11.3.2.1 All presentations of interim and financial year results (and any other periodic financial information presentations) require the relevant report to be published on SENS and placed on Astral’s website before the presentation commences.
  - 11.3.2.2 The actual presentation itself, which may contain price sensitive information not included in the report referred to in 11.3.1, including forecast information, must be placed on Astral’s website and must be referred to in the SENS announcement referred to in 11.3.2.1.

- 11.3.2.3 No information may be given out or discussed that is not contained in the results and/or presentation.
- 11.3.2.4 Any unplanned Price Sensitive disclosures require immediate announcement on SENS. Any unplanned Price Sensitive disclosures that triggers a profit forecast require an immediate request for a voluntary suspension of trading of Astral's shares until such forecast has been properly completed and published on SENS. Communication with the JSE via the sponsor will be required in such instance.
- 11.3.2.5 No "financial guidance" may be given to any person regarding consensus analyst forecasts unless such "guidance" is supported by relevant price sensitive information and/or forecast information already published on SENS and on Astral's website.
- 11.3.2.6 So called "industry guidance" may only be given out if it does not "trigger" a profit forecast and if it deals only with already known industry issues likely to affect Astral's business in future. Such information may, nevertheless, be deemed to be price sensitive in which case refer to 9.
- 11.3.2.7 Non-forecast financial information is information concerning Astral that does not trigger a profit forecast but is deemed to be price sensitive – such as year to date historical information, or forecast cost information without revenue information, or vice versa. Such information may be given out if it has already been published on SENS or in a presentation placed on Astral's website and referred to in a SENS announcement.
- 11.3.2.8 Any SENS announcement, whether voluntary or required by the JSE LR, must contain all known material facts concerning the subject matter of the announcement. This is a FMA requirement.

## **12. INTERNAL BRIEFINGS OF EMPLOYEES**

- 12.1 Internal briefings of employees should only contain public information unless the intention is to make such persons Insiders.
- 12.2 Astral must formulate a social media policy.
- 12.2.1 A social media policy can be formulated to be very restrictive or less so. A very restrictive social media policy prohibits all access during working hours by employees to the various social media platforms such as Twitter, Facebook, Instagram, LinkedIn, etc.
- 12.2.2 Notwithstanding the general restrictiveness of the social media policy, the social media policy must prohibit any comment on any social media platform concerning any information relating to Astral at any time i.e. inside or outside working hours.

### 13. AFFECTED DIRECTORS DEALINGS POLICY

- 13.1 Affected Directors are subject to the directors dealings requirements of the JSE LR.
- 13.2 Each Affected Director wishing to effect Astral Share Dealing must obtain approval from the Chairman and the Company Secretary. To facilitate the process, Astral has prepared a pre-clearance form which has to be completed and submitted to the Astral Company Secretary.
- 13.3 Astral may give an Affected Director clearance to deal when Astral is in a Prohibited Period if a specific dispensation is obtained from the JSE due to such Affected Director having no discretion and having to deal in respect of hardship, loss or other similar reason acceptable to the JSE and Astral. Such request will require an application for a ruling from the JSE, which application Astral must approve.
- 13.3.1 Within 72 business hours after dealing, an Affected Director must complete the prescribed form, notifying the Astral Company Secretary of all pertinent dealing details as follows:
- 13.3.1.1 the name of the Affected Director beneficially interested in a transaction (or Associate if applicable including the relationship to the Affected Director);
  - 13.3.1.2 the name of the Astral group company of which he/she is an Affected Director;
  - 13.3.1.3 the date on which the transaction was effected by the stockbroker;
  - 13.3.1.4 the price, number, total value and class of Securities concerned. A deemed value based on the prevailing market price must be included in situations where there is no price attributable to the transaction (e.g. donations). Aggregation and averaging of prices is not allowed and therefore, in instances where there have been various trades at various prices during the course of a day, the volume weighted average price must be shown together with the highest and lowest trading prices for the day;
  - 13.3.1.5 in the case of options or any other similar right or obligation, the option strike price, strike dates and periods of exercise and/or vesting;
  - 13.3.1.6 the nature of the transaction i.e. purchase, sale, subscription;
  - 13.3.1.7 the nature and the extent of the Affected Director's beneficial interest in the transaction. In the case of dealings by Associates it must disclose the name of the Associate and the relationship with the director;
  - 13.3.1.8 confirmation as to whether the trades were done on-market or off-market.
- 13.3.2 The Company Secretary will ensure publication of such information (plus information concerning clearance) on SENS within a further 24 hours.

- 13.3.3 Each Affected Director must similarly notify the Company Secretary of any dealing notifications received from Associates.
- 13.3.4 Each Affected Director must instruct his/her asset manager in writing that such asset manager may not effect Astral Share Dealings unless the director concerned has contracted such asset manager and specifically requested the asset manager to effect Astral Share Dealings. The Affected Director concerned must interrupt any discretionary mandate given by the director to the asset manager with respect to Astral Share Dealing i.e. discretionary mandate cannot override this rule.
- 13.3.5 In circumstances where Astral has published unexpected developments, Affected Directors should not dispose or acquire unusual amounts of Astral's shares, as it may send unintended signals to the market and investors may react extremely. Irrational dealings behaviour by Affected Directors could lead to unnecessary loss in Astral's share price. Affected Directors must ensure that their actions do not result in creating a false market, which is an offence in terms of the FMA.

#### **14. ASTRAL SHARE OPTION SCHEME DEALINGS POLICY**

Any issue, acceptance exercise, sale, subscription or purchase of options or shares or other rights or Securities in connection with any equity settled mechanism or scheme by Astral Share Option Scheme are subject to the same terms and conditions contained in 13, mutatis mutandis, but only with respect the participants that are Affected Directors.

#### **15. ASTRAL'S DISCLOSURE CONCERNING SECTION 122 OF THE ACT**

- 15.1 In terms of Section 122 of the Act, any acquisition or disposal of Astral's Securities that transits a 5% multiple of Astral's Securities requires notification to Astral by such shareholder on Form TRP 121.1 within 3 business days.
- 15.2 Such disclosed information in turn requires disclosure by Astral on Form 121.2 to the Takeover Regulation Panel immediately.
- 15.2.1 Any acquisition transiting a 5% multiple requires disclosure to the public and shareholders in the form of a SENS announcement within 48 hours of receipt of such information detailed in 15.1.

#### **16. DISCIPLINARY ACTION**

- 16.1 Employees of Astral, excluding Affected Directors, who violate this Policy shall be subject to disciplinary action by Astral.
- 16.2 Affected Directors who violate this Information Policy will be dealt with at board level and, where applicable, will be reported to the JSE.