

**RECTICELGROUP**

# Dealing Code



# Table of contents

	Page
<b>PART A Objectives and Scope</b> .....	<b>3</b>
1. Objectives and scope .....	3
2. Inside Information .....	4
3. Queries and more information .....	5
<b>PART B Definitions</b> .....	<b>6</b>
<b>PART C Principles</b> .....	<b>9</b>
1. General Prohibitions .....	9
2. Duty of confidentiality .....	11
3. Project Lists and Insider List.....	12
4. List of PDMRs and Key Employees .....	14
5. Dealing in Company Securities – Outside Closed Periods.....	14
6. Dealing in Company Securities – During Closed Periods .....	14
7. Short-term Dealing, Short-Selling and trading in options .....	18
8. Cooling-off period .....	18
9. Post-Dealing notification.....	19
10. List of PDMRs and PCAs .....	20
11. Sanctions .....	21
12. Final provisions .....	21
<b>PART D Related Documents</b> .....	<b>22</b>
<b>PART E Attachments</b> .....	<b>22</b>
<b>PART F Revision Information</b> .....	<b>22</b>
<b>Annex</b>	
1. Form of Acknowledgement.....	23
2. Notification Form .....	24
3. Request for Clearance to Deal .....	25

## **PART A            OBJECTIVES AND SCOPE**

### **1.        OBJECTIVES AND SCOPE**

1.        This Dealing Code is addressed to all employees, temporary staff, members of the boards of directors (or equivalent), managers, consultants and advisers of Recticel NV/SA and its subsidiaries from time to time.

2.        The legal basis for this Dealing Code is Regulation No 596/2014 on market abuse (as amended from time to time), together with relevant implementing national laws, its implementing regulations and ESMA and FSMA guidance. This Dealing Code is, however, without prejudice to the obligations imposed by the applicable EU and national laws on market abuse, including insider dealing, the unlawful disclosure of inside information and market manipulation. This Dealing Code does not replace these EU or national laws.

3.        This Dealing Code is intended to prevent that any persons who are in possession of Inside Information (as defined hereafter) at any given time, which may include you, do not misuse, and do not place themselves under suspicion of misusing, such Inside Information (e.g. by buying or selling shares or other securities of the Company on the basis of Inside Information) and to ensure that such persons maintain the confidentiality of such Inside Information and refrain from market manipulation. However, compliance with this Dealing Code does not exempt individuals from any personal responsibility or (criminal or civil) liability.

Chapters I and IV of this Code apply to all Addressees. Chapter II only applies to PDMRs and Key Employees (each term as defined hereafter). Chapter III only applies to PDMRs and PCAs (as defined hereafter).

This Dealing Code will be made available in English, Dutch and French. In case of discrepancies between the different language versions, the English language version of Dealing Code shall prevail.

## 2. INSIDE INFORMATION

***Inside Information is information relating, directly or indirectly, to the Group or the Company Securities that is precise, not public and that would, if it were made public, likely have a significant effect on the prices of the Company Securities. You are responsible for assessing whether you are at any time in possession of Inside Information and for complying with the rules set out in this Code and the market abuse rules in general. Violating the rules set out in this Code and the market abuse rules may expose you to significant sanctions, such as administrative fines, criminal fines and imprisonment, termination of your employment/service agreement for cause and civil liability.***

4. **Inside Information** means information (i) of a precise nature (see below, in paragraph 2.2), (ii) which has not been made public (see below, in paragraph 2.3), (iii) relating, directly or indirectly, to the Group or to the Company Securities, and (iv) which is 'material', i.e. if it were made public, would be likely to have a significant effect on the price of the Company Securities (see below, in paragraph 2.4).

5. **Precise nature.** Information is deemed to be of a precise nature if it indicates (i) a set of circumstances which exists or which may reasonably be expected to come into existence, or (ii) an event which has occurred or which may reasonably be expected to occur, where it is specific enough to enable a conclusion to be drawn as to the possible effect of that set of circumstances or event on the price of the Company Securities.

6. **Non-public information.** Information is 'non-public' unless it has been adequately disclosed, by the Company or through a third party, to the wide public on a non-discriminatory basis, through media that is reasonably relied upon by the public to ensure effective dissemination (e.g. through major newswire services, national news services, financial news services, potentially combined with other publication methods, such as the publication on the Company's website).

7. **Material information.** Information is 'material' if, were it made public, it would be likely to have a significant effect on the prices of Company Securities. Relevant for these purposes is whether a reasonable investor would be likely to use the information as part of the basis of his or her investment decisions.

8. While it is not possible to identify all information that would be deemed 'material', the following types of information are likely to be 'material':

- financial performance or other earnings guidance and significant changes in financial performance or liquidity, earnings or revenue that are inconsistent with the consensus expectations of the investment community, as well as profit warnings;
- any proposed change in the Company's capital structure, including stock splits and public or private securities offerings;
- changes in dividend policy;
- significant changes in senior management of the Company;

- proposed or pending mergers, acquisitions, tender offers, joint ventures or disposals of significant assets or subsidiaries;
- significant problems with financing, including potential defaults under the Group's credit agreements or indentures, or the existence of material liquidity deficiencies;
- significant pending or threatened litigation, arbitration or government investigations against the Group, and any significant developments in this respect; and
- significant labor disputes or negotiations.

9. This list is by no means exhaustive and a cautious approach needs to be taken in deciding whether something is or is not Inside Information. Please consult the Compliance Committee in case of doubt.

### **3. QUERIES AND MORE INFORMATION**

10. If you have any questions or are in any doubt as to how to comply with this Code, please contact Mr. Bart Van den Eede, Chief Financial & Legal Officer, e-mail: [VandenEede.Bart@recticel.com](mailto:VandenEede.Bart@recticel.com). Mr. Van den Eede is member of the Compliance Committee.

The Compliance Committee has been appointed by the Company's Board of Directors to supervise compliance with the market abuse rules and regulations and this Dealing Code, and to deal with the matters specified herein.

## PART B DEFINITIONS

11. In this Dealing Code, the following terms have the meaning indicated below:

**“Addressees”**: all employees, temporary staff, members of the boards of directors (or equivalent), managers, consultants and advisers of Recticel Group from time to time.

**“Business Day”**: any day (other than a Saturday or Sunday or a bank holiday) on which banks are open for business in Belgium.

**“Closed Period”**: has the meaning given to it in paragraph 6.2.

**“Code”**: this Dealing Code.

**“Company”**: Recticel NV/SA.

**“Company Securities”**: any shares and debt instruments issued by the Company and any derivatives and other financial instruments in the broadest sense linked thereto. This includes, among others:

- (i) the Company’s shares;
- (ii) options and warrants (including employee stock options and warrants) in respect of the Company’s shares;
- (iii) any (convertible) bonds or notes that the Company or any member of the Group may issue; and
- (iv) any preferential subscription rights entitling their holder to subscribe to the Company’s shares, warrants or convertible bonds, but also any other subscription and exchange rights, (convertible) bonds, forwards, futures, swaps and any other derivative contracts with respect to the Company’s shares and debt instruments.

**“Compliance Committee”**: the internal body set up by Recticel Group to oversee compliance matters at group level. It is composed of the Chief Executive Officer, the Chief Human Resources Officer, the Chief Legal Officer and the Chief Audit Executive.

**“Dealing”**: any transaction, in the broadest sense, in respect of Company Securities. The most common forms of Dealing include:

- (i) acquisition, disposal, short sale, subscription or exchange;
- (ii) acceptance or exercise of a stock option or warrant, including of a stock option or warrant granted to managers or employees as part of their remuneration package, and the disposal of shares stemming from the exercise of a stock option or warrant;
- (iii) subscription to a capital increase or debt instrument (notes or bonds) issuance;
- (iv) entering into or exercise of equity swaps, entering into a contract for difference and any other transactions in or related to derivatives, including cash-settled transactions;

- (v) grant, acceptance, acquisition, disposal, exercise or discharge of rights or obligations, including put and call options;
- (vi) automatic or non-automatic conversion of a Company Security into another Company Security, including the exchange of convertible bonds to shares;
- (vii) gifts and donations made or received, and inheritance received;
- (viii) borrowing or lending (including entering into, or terminating, assigning or novating any stock lending agreement);
- (ix) using as security (e.g., pledging) or otherwise granting a charge, lien or other encumbrance; and
- (x) any other right or obligation, present or future, conditional or unconditional, to acquire or dispose,

**and “Deal”** has a corresponding meaning. This overview is not exhaustive. In case of doubt as to whether a certain Dealing is permitted at a given time, or whether such Dealing has to be notified to the competent authority, please contact your legal advisor and/or the Compliance Committee.

**“ESMA”**: the European Securities and Markets Authority, and its successor from time to time.

**“FSMA”**: the Financial Services and Markets Authority (Autoriteit voor Financiële Diensten en Markten / Autorité des Services et Marchés Financiers), and its successor from time to time.

**“General Prohibitions”**: the general prohibitions on insider dealing, unlawful disclosure of inside information and market manipulation, as summarised in section 1 of Chapter I.

**“Inside Information”**: has the meaning given to it in section 2 of Part A.

**“Insider”**: any person that is included on the Insider List from time to time.

**“Insider List”**: has the meaning given to it in paragraph 3.5.

**“Key Employee”**: certain persons working for the Group, under a contract of employment or otherwise, who are included on the List of Key Employees. Certain obligations apply specifically to Key Employees, as set out in Chapter II.

**“List of Key Employees”**: has the meaning given to it in paragraph 4.2.

**“Market Abuse Regulation”**: the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse and the delegated acts, implementing acts, technical standards and guidelines thereunder, each as amended from time to time.

**“PDMR” or “Person Discharging Managerial Responsibilities”**:

- (i) the members of the Board of Directors of the Company; and
- (ii) the members of the Management Committee.

**“PDMR List”**: has the meaning given to it in paragraph 10.1.

**“Person Closely Associated”** or **“PCA”**: has the meaning given to it in paragraph 6.5.

**“Project List”**: has the meaning given to it in paragraph 3.1.

**“Recticel Group”** or **“Group”**: Recticel NV/SA and any of its Subsidiaries from time to time.

**“Short-Selling”**: the sale of Company Securities that the seller does not own at the time of entering into the agreement to sell, including a sale where at the time of entering into the agreement to sell the seller has borrowed or agreed to borrow the Company Securities for delivery at settlement.

**“Subsidiary”**: any Company which is (directly or indirectly) controlled by the Company within the meaning of Article 1:14 of the Belgian Companies and Associations Code (“Wetboek van vennootschappen en verenigingen” / “Code des sociétés et des associations”).

12. Unless it appears otherwise from the context, the following assumptions are made in this Dealing Code:

- (i) terms and expressions indicated in singular also include the plural and vice versa;
- (ii) words and terms indicated in the masculine form also include the feminine form and vice versa; and
- (iii) any reference to a legal provision is regarded as a reference to such provision, including any amendments, extensions and substitute clauses thereof which will be applicable from time to time.

13. Titles of articles and other titles in this Dealing Code are only included for ease of reference but do not form part of the Dealing Code for interpretation purposes.

## PART C PRINCIPLES

### CHAPTER I. RULES APPLICABLE TO ALL ADDRESSEES

#### 1. GENERAL PROHIBITIONS

*Certain general prohibitions apply while you are in possession of Inside Information. For example, you may not trade in Company Securities while in possession of Inside Information. You may also not disclose such Inside Information to any other persons, except within certain limits and only after you have received approval from the Compliance Committee. Also, it is prohibited to enter into certain transactions that may mislead the market or spread false or misleading information with respect to the Group or the Company Securities.*

##### Insider dealing

14. Any person who possesses information and knows or ought to know that it is Inside Information, may not:

- (a) acquire or dispose of, or attempt to acquire or dispose of, for his/her own account or for the account of a third party, directly or indirectly, Company Securities to which that Inside Information relates; or

**Attention:** accepting or exercising stock options granted by the Company and selling shares in the Company acquired through the exercise of such stock options while you are in possession of Inside Information is not permitted.

- (b) cancel or amend an order concerning a financial instrument to which the Inside Information relates where the order was placed before the person concerned possessed the Inside Information,

or attempt to engage in any of the above.

15. In addition, it is prohibited for any person to (i) take part in any arrangement that leads to one of the abovementioned actions, and (ii) recommend that another person engages in one of the abovementioned actions or inducing another person to take any such actions (which is also referred to as 'tipping').

##### Unlawful disclosure of Inside Information

16. It is prohibited for any person possessing Inside Information to disclose that information to any other person (including other Group employees, family members, friends, strangers, advisers, individual investors, members of the investment community and news media), except where the disclosure is made in the normal exercise of his/her employment, profession or duties. You should obtain the prior approval of the Compliance Committee before disclosing Inside Information to any person, as set out in section 2.

Moreover, the onward disclosure of recommendations (e.g. the giving of any trading advice) or inducements to engage in insider dealing also amounts to unlawful disclosure of Inside Information if the person disclosing the recommendation or inducement knows or ought to know that it was based on Inside Information.

### **Market manipulation**

17. It is prohibited for any person to engage in, or attempt to engage in, market manipulation, which includes:

- (a) entering into a transaction, placing an order to trade or any other behaviour which:
  - (i) gives, or is likely to give, false or misleading signals as to the supply of, demand for, or price of, the Company Securities; or
  - (ii) secures, or is likely to secure, the price of the Company Securities at an abnormal or artificial level,

unless the person entering into a transaction, placing an order to trade or engaging in any other behaviour establishes that such transaction, order or behaviour has been carried out for legitimate reasons, and conform with an accepted market practice;

- (b) entering into a transaction, placing an order to trade or any other activity or behaviour which affects or is likely to affect the price of the Company Securities, which employs a fictitious device or any other form of deception or contrivance; and
- (c) disseminating information or rumours through the media, including the internet, or by any other means, which give, or are likely to give, false or misleading signals as to the supply of, demand for, or price of, Company Securities, or are likely to secure the price of one or more Company Securities at an abnormal or artificial level, where the person who made the dissemination knew, or ought to have known, that the information was false or misleading.

In addition, it is prohibited for any person to (i) take part in any arrangement that leads to one of the abovementioned actions, and (ii) encourage any other persons to engage in one of the abovementioned actions.

### **General application**

18. Most rules and restrictions set out in this Code, including the General Prohibitions, not only apply to Inside Information with respect to the Group and to the Company Securities, but have a general field of application, applying also to inside information with respect to other companies and their listed shares and debt instruments and any derivatives and other financial instruments in the broadest sense linked thereto.

## 2. DUTY OF CONFIDENTIALITY

*It is important that, if you come into possession of Inside Information or believe that certain information may constitute Inside Information, you consult with the Compliance Committee as soon as possible. This will allow the Compliance Committee to determine which steps have to be taken to disclose the Inside Information or to guarantee its confidentiality if disclosure is postponed. Before disclosing Inside Information to any other person (within or outside the Group), you should obtain prior approval from the Compliance Committee. You should also inform the Compliance Committee if you believe there has been a leak of Inside Information (whether from within the Group or elsewhere).*

### General rule

19. Any person who is in possession of Inside Information at a given time must keep such Inside Information confidential by restricting access to it and by only communicating it to other persons if approved by the Compliance Committee in accordance with clause 5.4. The number of people aware of Inside Information should be kept to the minimum reasonably practicable.

The information disclosed should be limited to what the receiving person needs to know at any particular time (rather than allowing access to all information that is available).

### Additional rules for external advisers and other third parties

20. Inside Information may moreover only be disclosed to external advisers and other third parties (**Relevant Third Parties**), in any case on a need-to-know basis, after ensuring that such Relevant Third Parties are bound by a confidentiality obligation (either by law, by regulation or by agreement). As soon as the person that has disclosed the Inside Information notices that a Relevant Third Party does not comply with the confidentiality obligation, he or she should report this to the Compliance Committee as soon as possible so that the necessary actions can be taken.

### Prior approval by the Compliance Committee

21. Prior to disclosing Inside Information to any person, the person wishing to disclose the Inside Information must obtain the approval of the Compliance Committee (who may in turn liaise internally). The Compliance Committee may require a recipient of Inside Information to enter into a confidentiality undertaking before receiving the relevant information.

If a person is in doubt as to whether certain information constitutes Inside Information, he/she should consult the Compliance Committee. He/she should also inform the Compliance Committee if he/she believes there has been a leak of Inside Information (whether from within the Group or elsewhere).

### 3. PROJECT LISTS AND INSIDER LIST

*The Compliance Committee may inform you that you have been put on a Project List or on the Insider List. While you are included on a Project List, you may only Deal in Company Securities after having notified the Compliance Committee. You may not Deal in Company Securities while you are included on an Insider List.*

#### Project Lists

22. Persons that are working on a specific project may, at the outset of the project or at any time during the project, be informed by the Compliance Committee that they have been included on a list of the persons working on such project (the **Project List**). Persons included on a Project List shall only be permitted to Deal in Company Securities after having notified the Compliance Committee, in accordance with the procedure in paragraph 3.2. The Compliance Committee shall inform the persons on the Project List when they are removed from the Project List.

The notification procedure is as follows:

- (a) a person wishing to Deal in Company Securities must notify the Compliance Committee in writing of the proposed Dealing (including the number of Company Securities concerned) and the nature of the proposed Dealing at least three Business Days prior to the proposed Dealing, using the template notification attached as Annex 2; and
- (b) such person must certify in his/her notification to the Compliance Committee that he/she is not in possession of any Inside Information.

If the person wishing to Deal in Company Securities is a member of the Compliance Committee other than the CEO, then such person will have to notify the CEO of the Company in accordance with the procedure set out in paragraph 3.2. If the person wishing to Deal in Company Securities is the CEO, then he/she will have to notify the Chairman of the Company's Board of Directors in accordance with the procedure set out in paragraph 3.2.

The Compliance Committee shall maintain a copy of all notifications received and any response given to such notifications.

#### Insider List

23. The Company is required to maintain and keep updated a list of all persons who have, on a regular or occasional basis, access to Inside Information, whether these persons are employees of the Group or otherwise perform mandates, functions or tasks for the Group through which they have access to Inside Information (the **Insider List**).

The Compliance Committee shall inform all persons that are on the Insider List and shall request them to acknowledge in writing the legal and regulatory duties entailed and the sanctions attaching to the General Prohibitions, in the form attached as Annex 1. The Compliance Committee shall also inform the persons on the Insider List when they are removed from the Insider List.

The Insider List shall include the following details:

- (i) the identity of any person having access to Inside Information (including first name(s), surname(s), birth surname(s) (if different), date of birth and/or national identification number, function, professional telephone number(s), personal telephone number(s) and personal full home address);
- (ii) the reason for including that person on the Insider List;
- (iii) the date and time at which that person obtained access to Inside Information; and
- (iv) the date on which the Insider List was drawn up.

Persons on the Insider List shall be obliged to report to the Compliance Committee, without delay, any change in their personal details.

The Insider List shall be updated promptly, including the date of the update, if (i) there is a change in the reason for including a person already on the Insider List, (ii) there is a new person who has access to Inside Information and therefore needs to be added to the list, and (iii) where a person ceases to have access to Inside Information. Each update shall specify the date and time when the change triggering the update occurred.

The Insider List shall be held by the Compliance Committee. It shall be retained for a period of at least five years after it is drawn up or updated. The Company may submit the Insider List to the FSMA upon its request.

## CHAPTER II. RULES APPLICABLE TO PDMRS AND KEY EMPLOYEES

### 4. LIST OF PDMRS AND KEY EMPLOYEES

24. The Compliance Committee shall draw up the PDMR List, as described in more detail in section 10.

The Compliance Committee shall also draw up a list including all Key Employees (the **List of Key Employees**) and inform the Key Employees accordingly.

### 5. DEALING IN COMPANY SECURITIES – OUTSIDE CLOSED PERIODS

***Outside Closed Periods, PDMRs and Key Employees may only Deal in Company Securities after having notified the Compliance Committee. In any case, PDMRs and Key Employees may never Deal in Company Securities while in possession of Inside Information.***

25. Outside Closed Periods, a PDMR or Key Employee may, insofar as he/she has not been included on an Insider List, only Deal in Company Securities, on his/her own account or for the account of a third party, directly or indirectly, if he/she has notified the Compliance Committee in accordance with the procedure in paragraph 3.2.

### 6. DEALING IN COMPANY SECURITIES – DURING CLOSED PERIODS

***During Closed Periods, PDMRs and Key Employees may not Deal in Company Securities. The Company may only give clearance to Deal during Closed Periods in very limited circumstances. PDMRs and Key Employees should take into account that they will normally not be able to Deal, which includes accepting or exercising stock options, during Closed Periods.***

#### General rule

26. Notwithstanding the General Prohibitions, a PDMR or Key Employee may not Deal in any Company Securities, on his/her own account or for the account of a third party, directly or indirectly, during a Closed Period, except if he/she obtains clearance to Deal in advance in accordance with paragraph 6.6 and following.

**Attention:** the prohibition to Deal during a Closed Period has a very wide scope (as reflected in the definition of “Dealing” in Part B, which is not exhaustive). It includes, for example, acquiring, selling, pledging, borrowing and lending of Company Securities. It is, among others, also prohibited for a PDMR or Key Employee to transfer Company Securities between his/her own securities accounts during a Closed Period. The Company may in certain limited circumstances however give clearance to Deal, as set out in paragraph 6.6 and following.

27. The following periods constitute **Closed Periods**:

- (i) the period of thirty (30) calendar days before the announcement of the Company's half-year and annual results, in each case up to and including the end of the first trading day following the announcement; and
- (ii) the period of twenty (20) calendar days before the announcement of the Company's quarterly results, up to and including the end of the first trading day following the announcement.

28. At the end of each financial year, the Closed Periods for the following financial year will be communicated by or on behalf of the Compliance Committee to each PDMR and Key Employee. Moreover, the Compliance Committee may, during a financial year, qualify additional periods as Closed Periods. Such decision shall not imply that a determination has been made that Inside Information exists at the relevant time. The obligation to assess whether you are in possession of Inside Information remains with you at all times (and if you are in doubt as to whether certain information constitutes Inside Information, you should consult the Compliance Committee). Any amendments to notified Closed Periods or additional Closed Periods, as the case may be, will be communicated to the relevant Addressees as soon as possible.

29. A PDMR must notify his/her PCAs (as defined below in paragraph 6.5):

- (b) that he/she is a PDMR in the Company; and
- (c) of their obligations under this Code, including the requirement to notify the Company and the FSMA of each Dealing conducted on their own account, as set out in section 9, and PDMRs must keep a copy of these notifications. Template notifications are available with the Compliance Committee.

30. **Person Closely Associated** or **PCA** means, in relation to a PDMR:

- (i) a spouse, or a partner that is legally considered to be equivalent to a spouse;
- (ii) a child for which the PDMR legally bears responsibility (which includes adopted children);
- (iii) a relative who has shared the same household as the PDMR for at least one year on the date of the relevant Dealing; or
- (iv) a legal person, trust or partnership, the managerial responsibilities of which are discharged by the PDMR or by a person referred to in point (i), (ii) or (iii), which is directly or indirectly controlled by the PDMR or such a person, which is set up for the benefit of the PDMR or such a person, or the economic interests of which are substantially equivalent to those of the PDMR or such a person.

## Clearance to Deal

### *Principle*

31. A PDMR or Key Employee, who is not in possession of Inside Information, may be given clearance to Deal on his/her own account or for the account of a third party during a Closed Period in limited circumstances:

- (a) on a case-by-case basis due to the existence of exceptional circumstances, such as severe financial difficulty, which require the immediate sale of shares in the Company (no other Company Securities): see paragraphs 6.8 to 6.11 below; or
- (b) due to the characteristics of the trading involved for Dealings made under, or related to, an employee share or saving scheme, qualification or entitlement of shares, or Dealings where the beneficial interest in the relevant Company Security does not change: see paragraphs 6.12 and 6.13 below.

The PDMR or Key Employee requesting clearance to Deal must moreover be able to demonstrate that the particular Dealing cannot be executed at another moment in time than during the Closed Period.

32. Furthermore, a PDMR or Key Employee shall be given clearance to Deal (on his/her own account or for the account of a third party) during a Closed Period in case of transactions or trade activities that:

- (a) do not relate to active investment decisions undertaken by the PDMR or Key Employee;
- (b) result exclusively from external factors or actions of third parties; or
- (c) are transactions or trade activities, including the exercise of derivatives, based on predetermined terms, i.e. on the basis of conditions that were set or agreed beforehand. In other words, Dealings pursuant to purely discretionary mandates are allowed.

### **Exceptional circumstances**

33. The Compliance Committee may grant a PDMR or Key Employee clearance to sell shares (no other Dealings or Company Securities) in the Company during a Closed Period when the circumstances for such sale are deemed exceptional.

Circumstances shall be considered to be exceptional when they are extremely urgent, unforeseen and compelling and where their cause is external to the PDMR or Key Employee and the PDMR or Key Employee has no control over the circumstances.

When examining whether the circumstances for the proposed Dealing are exceptional, the Compliance Committee shall take into account, among other indicators, whether and the extent to which, at the moment of submitting his/her request, the PDMR or Key Employee:

- (a) is facing a legally enforceable financial commitment or claim; or
- (b) is in a situation entered into before the beginning of the Closed Period and requiring the payment of a sum to a third party, including a tax liability,

in each case insofar as the PDMR or Key Employee cannot reasonably satisfy that financial commitment or claim by means other than immediate sale of the shares in the Company.

When requesting clearance to Deal during a Closed Period for exceptional circumstances, the PDMR or Key Employee must moreover in his/her written request to the Compliance Committee (as per paragraph 6.14), aside from describing the nature of the proposed Dealing and the exceptional character of the circumstances, also explain why the sale of shares in the Company is the only reasonable alternative to obtain the necessary financing.

### ***Characteristics of trading***

34. The Compliance Committee may in very limited circumstances also grant a PDMR or Key Employee clearance to Deal during a Closed Period for certain Dealings under an employee share or saving scheme, qualification or entitlement of shares, or Dealings where the beneficial interest in the relevant Company Security does not change (e.g. the transfer of dematerialised shares between two securities accounts owned by the PDMR or Key Employee).

This may, in very limited circumstances, be the case for the exercise of stock options under an employee share scheme, if the expiration date of such options falls within a Closed Period, as well as sales of the shares acquired pursuant to such exercise, provided that (i) the PDMR or Key Employee notifies the Compliance Committee of his/her choice to exercise the stock options at least four months before the expiration date, and (ii) the decision of the PDMR or Key Employee is irrevocable. The PDMR or Key Employee will in any case have to demonstrate to the Compliance Committee that the particular Dealing cannot be executed at another moment in time than during the Closed Period.

### ***Procedure for requesting clearance to Deal***

35. A PDMR or Key Employee wishing to request clearance to Deal during a Closed Period must:

- (c) notify the Compliance Committee in writing of the proposed Dealing (including the number of Company Securities concerned) and the nature of the proposed Dealing at least three Business Days prior to the proposed Dealing, using the template notification attached as Annex 3; and
- (d) certify in his/her notification to the Compliance Committee that he/she is not in possession of any Inside Information.

Clearance to Deal shall be granted by the end of the second Business Day after the date on which the Compliance Committee has received the written request containing all the above information. In case no reply is received within that time, clearance shall be deemed to have been granted. As a rule, clearance is valid until the end of the Business Day after the date on which the clearance is (deemed to be) given, but the Compliance Committee may set a shorter or longer validity depending on the circumstances. Clearance to Deal will lapse immediately if the requesting PDMR or Key Employee comes into possession of any Inside Information.

If the person requesting clearance to Deal is a member of the Compliance Committee, then such person will have to request clearance to Deal to the Chairman of the Company's board of directors in accordance with the procedure set out in paragraph 6.14.

The Compliance Committee shall maintain a record of the response to any Dealing request made and of any clearance given. A copy of the response and clearance (if any) must be given to the person that requested clearance to Deal.

## **7. SHORT-TERM DEALING, SHORT-SELLING AND TRADING IN OPTIONS**

***PDMRs and Key Employees may not Deal in Company Securities for speculative purposes, whether by way of short-term Dealing (e.g. buying and selling the same Company Securities within six months), Short-Selling or Dealing in options on Company Securities. An exception is made for Dealings in the framework of stock option and other incentive plans.***

36. On top of the General Prohibitions, PDMRs and Key Employees may not Deal in Company Securities on the basis of (speculative) short-term considerations (e.g. transactions in options having a short term). Any investment with a maturity of less than six months will be considered a Deal on considerations of a short-term nature, unless Company Securities were acquired or disposed of in connection with a stock option plan or other incentive plan established or sponsored by the Company.

On top of the General Prohibitions, PDMRs and Key Employees may not engage in:

(i) Short-Selling of Company Securities; or (ii) Dealing in options on Company Securities, with the exception of Dealings in connection with a stock option plan or other incentive plan established or sponsored by the Company.

## **8. COOLING-OFF PERIOD**

37. Anyone who has been a PDMR or Key Employee remains bound by the provisions of this Code until the expiration of one month from the date on which such person has ceased to be a PDMR or Key Employee.

## CHAPTER III. RULES APPLICABLE TO PDMRS AND PCAS

***PDMRs and PCAs must notify the Company and the FSMA of all Dealings in Company Securities within one Business Day after the date of the Dealing, using the online notification tool made available on the FSMA website. The scope of Dealings to be notified is very wide and includes buying, selling, borrowing, lending and pledging Company Securities, acceptance and exercise of stock options, Dealings conducted by a broker on the basis of a discretionary mandate, et cetera. Specific rules apply for investments in collective investment undertakings.***

### 9. POST-DEALING NOTIFICATION

#### General

38. Subject to paragraph 9.3 below, PDMRs and PCAs must notify the Company and the FSMA of each Dealing conducted on their own account. Such notifications must be made within one Business Day after the date of the Dealing, so as to allow the Company to comply with its obligation to validate the notification within three Business Days after the date of the Dealing.

Such notification has to be made through the online notification tool made available by the FSMA on its website ([www.fsma.be](http://www.fsma.be)). PDMRs and PCAs will be required to register an account for this purpose, which the Company will validate.

The obligation to notify the Company and the FSMA of conducted Dealings (provided in paragraph 9.1) shall apply to any subsequent Dealing (whatever its size) once a total amount of EUR 20,000 has been reached within a calendar year. The threshold of EUR 20,000 shall be calculated by adding any Dealings, without netting (i.e. without setting off the value of acquisitions of Company Securities against the value of sales of Company Securities).

#### Discretionary mandates and investments in collective investment undertakings

##### *Discretionary mandates*

39. Dealings conducted by a third party (e.g. a broker) on the basis of an individual portfolio or asset management mandate on behalf or for the benefit of a PDMR or PCA must also be notified. It is important that you inform any such third party mandated by you of this obligation, so that such party informs you in due course if it makes a Dealing in Company Securities on your behalf. The obligation to notify to the Company and the FSMA in due course remains with you.

##### *Collective investment undertakings*

40. Dealings in financial instruments linked to the Company's shares or debt instruments do not have to be notified if at the time of the transaction:

- (a) the financial instrument is a unit or share in a collective investment undertaking in which the exposure to the Company's shares and debt instruments does not exceed 20% of the assets held by the collective investment undertaking; or

- (b) the financial instrument provides exposure to a portfolio of assets in which the exposure to the Company's shares or debt instruments does not exceed 20% of the portfolio's assets; or
- (c) the financial instrument is a unit or share in a collective investment undertaking or provides exposure to a portfolio of assets and the PDMR or PCA does not know, and could not know, the investment composition or exposure of that collective investment undertaking or portfolio of assets in relation to the Company's shares or debt instruments, and there is no reason for it to believe that the Company's shares or debt instruments exceed the 20% thresholds described above.

If information regarding the investment composition of the collective investment undertaking or exposure to the portfolio of assets is available, then the PDMR or PCA should make all reasonable efforts to avail themselves of that information.

41. Transactions by managers of a collective investment undertaking in which the PDMR or PCA has invested do not need to be notified where the manager of the collective investment undertaking operates with full discretion. This excludes the manager receiving any instructions or suggestions on portfolio composition directly or indirectly from investors in that collective investment undertaking.

## 10. LIST OF PDMRS AND PCAS

***The Company is required to draw up a list of all PDMRs and their PCAs. PDMRs are obliged to provide the relevant personal information with respect to themselves and their PCAs and to keep such information updated. PDMRs must also obtain their PCAs' acceptance to including their personal information on such list.***

42. The Company is required to draw up a list of all PDMRs and their PCAs (the ***PDMR List***). The Compliance Committee shall draw up such list and inform the PDMRs accordingly.

For this purpose, the Compliance Committee may require PDMRs to provide the relevant personal information (limited to first name(s), surname(s), birth surname(s) (if different), date of birth and personal full home address) with respect to themselves and their PCAs that are natural persons. For those PCAs that are legal entities, the information that PDMRs will have to provide and that will be included on the PDMR List will be corporate name and legal form, registered address and registration number.

PDMRs shall be obliged to report to the Compliance Committee, without delay, any change in those details with respect to themselves and their PCAs.

## CHAPTER IV. SANCTIONS AND FINAL PROVISIONS

### 11. SANCTIONS

***Infringing the rules set out in this Code and the market abuse rules in general may expose you to significant sanctions, such as administrative fines, criminal fines and imprisonment, termination of your employment/service agreement for cause and civil liability. It is therefore of the utmost importance that you fully comply with this Code and applicable market abuse rules at any time.***

43. Failure to comply with applicable market abuse legislation may lead to administrative and criminal measures and sanctions, as well as civil liability. Moreover, failure to comply with applicable legislation or this Code (which in certain instances goes beyond the restrictions imposed by law) may lead to internal disciplinary measures.

44. *Administrative measures and sanctions.* The FSMA may institute administrative proceedings and has wide investigation powers for that purpose. The FSMA may also adopt a wide range of administrative measures, including: (i) issuing cease-and-desist orders; (ii) disgorgement of profits gained (or losses avoided) due to the infringement; and (iii) public warnings indicating the person responsible for the infringement and the nature of the infringement. Separately, the FSMA may also impose administrative fines ranging between (i) EUR 500,000 and EUR 5 million for natural persons, and (ii) EUR 1 million and EUR 15 million or 15% of annual consolidated turnover (whichever is higher) in the preceding business year for legal persons. If the offence has resulted in a financial gain, then this maximum amount may be increased to three times the amount of such gain.

45. *Criminal sanctions.* Criminal proceedings, which may result in criminal fines and imprisonment, may also be instituted for infringements of the General Prohibitions.

46. *Disciplinary measures.* Disciplinary measures (including, if appropriate, termination for cause of the employment or service contract) may moreover be taken in case of violation of this Code or any applicable legislation. The Company may moreover claim damages from any person that has caused damage to the Company as a result of violating this Code or any applicable legislation.

### 12. FINAL PROVISIONS

47. The Compliance Committee shall communicate this Code, and any future amendments, to all Addressees through publication on the internet and the Company's Digital Workplace. All Addressees acknowledge being aware of the market abuse rules and the sanctions that may apply in case of infringements, and all Addressees acknowledge being bound by, and undertake to comply with, the Code. In addition, the Compliance Committee shall obtain a declaration in the form attached as Annex 1 from the persons on the Insider List, confirming that they have read the Code and shall comply with it. PDMRs shall moreover be obliged to ensure compliance with this Code by their PCAs and to inform their PCAs that certain of their personal details will be included on the PDMR List.

This Code imposes restrictions on dealing in Company Securities which may in certain cases go beyond those imposed by law. Compliance with this Code does not relieve the Addressees from their obligation to comply with applicable legislation in relation to dealing in Company Securities or

dealing in securities of other companies. This Code is not intended to be exhaustive or to serve as legal advice to Addressees. In case of questions with respect to the scope or application of the market abuse rules, Addressees should consult their legal advisers or the Compliance Committee.

All information that is communicated to the Compliance Committee shall be treated in accordance with any and all applicable laws on the protection of personal data, including the General Data Protection Regulation. The persons on the Project Lists, Insider List, PDMR List and List of Key Employees have, amongst other, a right of access to their personal information and have the right (and obligation) to correct errors. Further information on this can be found in the Privacy Notice.

## **PART D RELATED DOCUMENTS**

Recticel Group Code of Conduct  
Recticel Group Corporate Governance Charter

## **PART E ATTACHMENTS**

Annex 1 Form of Acknowledgement  
Annex 2 Notification Form  
Annex 3 Request for Clearance to Deal

## **PART F REVISION INFORMATION**

<b>Version no.</b>	<b>Publication / Validity Date</b>	<b>Drafted by</b>	<b>Function</b>	<b>Reason</b>
1.0	12 June 2018			First issue
2.0	26 February 2026	Jenna Auwerx	Group Legal Counsel	Review

**ANNEX 1**

**FORM OF ACKNOWLEDGEMENT**

To: **Recticel NV** (the *Company*)

I hereby acknowledge receipt of the Company's dealing code (the Code) provided to me with this acknowledgement and confirm that:

- (a) I have read, understood and agree to comply with the Code, as amended from time to time;
- (b) I am aware of the fact that, in addition to the Code, I am subject to applicable legislation concerning market abuse;
- (c) I am aware of my legal and regulatory duties arising from the access I may have to Inside Information (including dealing restrictions in relation to the Company Securities);
- (d) I am aware of the sanctions attaching to insider dealing, unlawful disclosure of Inside Information and market manipulation; and
- (e) I understand that I will appear on the Insider List maintained by the Company and I consent to the disclosure of the Insider List to the FSMA upon its request.

Capitalised terms not defined in this acknowledgement have the meaning given to such terms in the Code.

Signed:..... Date:.....

Position:..... Dept:.....

E-mail:..... Tel no:.....

**Please complete and return this form to the Compliance Committee by e-mail to [VandenEede.Bart@recticel.com](mailto:VandenEede.Bart@recticel.com).**

**ANNEX 2**

**NOTIFICATION FORM**

I, .....(BLOCK CAPITALS PLEASE)

in accordance with the Dealing Code of **Recticel NV** (the **Code**), hereby notify the following my intention to Deal in Company Securities as follows:

Type and number of Company Securities  
(if not known, please provide estimate or “up to” number)

--

Nature of Deal (e.g. purchase or sale of shares or bonds, exercise of option)

--

I do not possess any Inside Information relating to the Company securities. By Dealing, I would not be in breach of the Code or any applicable law or regulation in relation to dealing in publicly traded securities. If this should change at any time before the Dealing, I undertake not to proceed with the Dealing.

Signed:..... Date:.....

Position:..... Dept:.....

E-mail:..... Tel no:.....

Capitalised terms not defined in this request for clearance to Deal have the meaning given to such terms in the Code.

**Please complete and return this form to the Compliance Committee by e-mail to [VandenEede.Bart@recticel.com](mailto:VandenEede.Bart@recticel.com).**

**ANNEX 3**

**REQUEST FOR CLEARANCE TO DEAL**

I, .....(BLOCK CAPITALS PLEASE)

in accordance with the Dealing Code of **Recticel NV** (the **Code**), hereby request clearance to Deal in Company Securities as indicated below:

Type and number of Company Securities (if not known, please provide estimate or “up to” number)

--

Nature of Deal (e.g. purchase or sale of shares or bonds, exercise of option)

--

Other information (disclose any additional material facts which may affect the decision as to whether clearance to Deal will be granted, including the information required by the Code)

--

I do not possess any Inside Information relating to the Company securities. By Dealing, I would not be in breach of the Code or any applicable law or regulation in relation to dealing in publicly traded securities. If this should change at any time before the Dealing, I undertake not to proceed with the Dealing.

Signed:..... Date:.....

Position:..... Dept:.....

E-mail:..... Tel no:.....

Capitalised terms not defined in this request for clearance to Deal have the meaning given to such terms in the Code.

PURSUANT TO THE CODE, CLEARANCE TO DEAL IS:

GRANTED AND VALID UNTIL AND INCLUDING ..... NOT

GRANTED

Signed: ..... Date: .....

**Note:** If you do not Deal within the time allowed and still wish to Deal, you must reapply for clearance to Deal. If you Deal and you are a PDMR, you have to notify the FSMA and the Company after having proceeded with such Dealing, as provided in the Code.

**Please complete and return this form to the Compliance Committee by e-mail to [VandenEede.Bart@recticel.com](mailto:VandenEede.Bart@recticel.com).**