PlaySide™

PlaySide Studios Limited

ACN 154 789 554

CODE OF CONDUCT

1. PURPOSE AND APPLICATION

1.1 Purpose. This Code of Conduct (**Code**) sets out the standards of ethical and professional behaviour required of everyone who acts for or on behalf of PlaySide Studios Limited (**Company**) and its subsidiaries (together, the **Group**). It is designed to help us make decisions and behave in a manner consistent with the Company's values, legal obligations and the reasonable expectations of our shareholders, players, colleagues and communities.

1.2 Application. This Code applies to, and references to "you" in this Code mean:

(a) directors of the Company;

(b) the CEO (whether appointed as Managing Director or otherwise) (**CEO**), senior executives and all other officers of the Group;

(c) all employees of the Group; and

(d) so far as reasonably practicable, contractors, consultants, temporary personnel and other persons acting for or on behalf of the Group.

1.3 Related policies. This Code should be read together with the Company's other governance and workplace policies, including its Whistleblower Policy, Anti-Bribery and Corruption Policy, Securities Trading Policy, Continuous Disclosure Policy, Diversity and Inclusion Policy, and Anti-Bullying and Anti-Harassment Policy. Where a matter is dealt with in more detail in another policy, the terms of that policy prevail to the extent of any inconsistency.

2. OUR VALUES

The Company's values guide the way we work together, the games we make, and how we engage with our players, publishing partners, shareholders and communities. The Company's values are:

(a) **Player First** — we make games that people want to play;

(b) **Honesty** — we work effectively when communication is rich and flows freely;

(c) **Respect** — respect is the foundation of how we work together at PlaySide; and

(d) **Pride** — we take pride in what we do and how we work.

You are expected to act in a manner consistent with these values at all times.

3. COMPLIANCE WITH LAWS

You must comply with all laws, regulations and rules applicable to the Group and its activities in each jurisdiction in which the Group operates. This includes the Corporations Act 2001 (Cth), the ASX Listing Rules, competition and consumer laws, employment and workplace safety laws, antimoney laundering laws, sanctions laws, tax laws, and privacy and data protection laws. If you are uncertain whether particular conduct complies with applicable law, you must seek guidance from your manager, the Company Secretary or the Company's legal advisers before proceeding.

4. HONESTY AND INTEGRITY

4.1 You must act honestly, fairly and with integrity in dealings with the Group, colleagues, shareholders, players, publishing partners, suppliers, service providers, regulators and the community.

4.2 You must not knowingly make false or misleading statements, or omit information that would make a statement misleading, in any communication concerning the Group's business, whether internal or external.

4.3 You must actively pursue the Group's best interests during the course of their engagement and devote their working hours and reasonable additional time to the performance of their duties.

5. FAIR DEALING AND RESPECT FOR PEOPLE

5.1 **Respectful workplace.** The Group is committed to providing a workplace that is safe, respectful, inclusive and free from harassment, bullying, victimisation and discrimination. You must treat colleagues, players, publishing partners, contractors and the general public with courtesy, dignity and respect at all times.

5.2 **Anti-discrimination.** You must not discriminate against or harass any person on the basis of their sex, gender identity, sexual orientation, race, ethnicity, national origin, disability, age, marital or relationship status, family or carer responsibilities, pregnancy, religion, political opinion or any other characteristic protected by law.

5.3 **Safety.** You must work in a safe manner, comply with all workplace health and safety policies and procedures, and report any hazards, injuries or incidents in accordance with the Group's work health and safety framework.

5.4 **Alcohol and drugs.** You must not attend work while affected by prohibited drugs or by alcohol to an extent that impairs their ability to perform their duties safely.

6. CONFLICTS OF INTEREST

6.1 You must avoid, or where that is not possible manage, situations in which their personal interests conflict, or may reasonably appear to conflict, with the interests of the Group.

6.2 You must immediately disclose any actual, potential or perceived conflict of interest (whether direct or indirect) to their manager and the Company Secretary. This includes financial interests, family or personal relationships, other employment or engagements, and directorships or advisory roles.

6.3 You must not engage in any employment or provide services to another person or entity (including a supplier, publishing partner or competitor of the Group) without the Company's prior written consent.

6.4 Conflicts of interest affecting directors are managed in accordance with Annexure B of the Board Charter (Board Protocols for Conflicted Directors) and Divisions 2 and 3 of Part 2D.1 of the Corporations Act.

7. CORPORATE OPPORTUNITIES AND USE OF POSITION

7.1 You must not use your position with the Group, or information or opportunities acquired in the course of their engagement, to:

(a) gain, directly or indirectly, an advantage for themselves or any other person; or

(b) cause detriment to the Group.

7.2 You must not pursue, or take personal advantage of, any business opportunity that:

(a) is discovered through the use of the Group's property, information or position; or

(b) you know or reasonably should know might be of interest to the Group,

without first disclosing the opportunity to, and obtaining the prior written consent of, the Company (through the Company Secretary or, in the case of a director, the Board).

7.3 For directors and officers, the obligations in this clause 7 reinforce (and do not limit) the statutory duties in sections 181, 182 and 183 of the Corporations Act.

8. GIFTS, ENTERTAINMENT AND HOSPITALITY

8.1 You must not solicit gifts, entertainment or hospitality from any person having a business relationship (or seeking to have a business relationship) with the Group.

8.2 You may accept or offer gifts, entertainment or hospitality of nominal value that are consistent with normal business courtesy and would not reasonably be seen as intended to influence the recipient's judgment or conduct.

8.3 Any gift, entertainment or hospitality (given or received) with a value exceeding A$250 (or its equivalent in another currency), or which is or may reasonably be seen as intended to influence the recipient's conduct, must be disclosed to the Company Secretary and recorded in the Group's Gifts and Hospitality Register. The Company Secretary may direct that the gift be declined, returned or contributed to charity.

8.4 You must never solicit, offer, give or receive a gift, entertainment or hospitality of any value in circumstances involving a government official, or during any tender, procurement, negotiation or approval process, without the prior written consent of the Company Secretary.

9. ANTI-BRIBERY AND CORRUPTION

9.1 You must not directly or indirectly offer, promise, give, request, receive or accept any bribe, kickback, secret commission, facilitation payment or other improper advantage, whether to or from any person (including a government official) and whether in Australia or overseas.

9.2 The Group's Anti-Bribery and Corruption Policy sets out further detail, including on the identification of improper payments, third-party due diligence, record-keeping, training and reporting obligations. You must comply with that policy at all times.

10. CONFIDENTIALITY

10.1 During and after their engagement with the Group, You must keep confidential all non-public information acquired in the course of their engagement (including information about the Group's business, strategy, financials, personnel, players, publishing partners, unreleased game development, and third-party confidential information).

10.2 Confidential information may only be disclosed on a strict need-to-know basis, for a proper business purpose, and where appropriate under an executed confidentiality agreement.

10.3 You must never use confidential information for personal benefit or the benefit of any third party.

11. INTELLECTUAL PROPERTY

11.1 All intellectual property rights created by you in the course of your engagement (including game concepts, code, artwork, audio, design documents, and commercial materials) vest in and are owned by the Group in accordance with your engagement terms.

11.2 You must not infringe the intellectual property rights of any third party in the course of their engagement, including by unauthorised use of third-party code, assets, music, artwork, brand elements or other content in the Group's products or communications.

11.3 You must not use, disclose or reproduce a third party's confidential information, unreleased content, characters, storylines or design elements in the Group's work without proper licence or written authorisation.

12. COMPANY ASSETS AND TECHNOLOGY

12.1 **Care of property.** You must take reasonable care of the Group's property (including physical assets, equipment, systems, credentials, data and intellectual property) and use them only for legitimate business purposes.

12.2 **Technology use.** The Group's technology systems (including email, messaging platforms, source-code repositories, development environments, cloud services and internet access) must be used in accordance with the Group's information technology, information security and acceptable use policies. You must not use the Group's systems to access, store or transmit sexually explicit, offensive, harassing, discriminatory or unlawful material.

12.3 **Artificial intelligence tools.** You must use artificial intelligence and generative AI tools in accordance with the Group's AI use guidelines (as updated from time to time). In particular, you must not input confidential information of the Group, its personnel, its publishing partners or third parties into any AI tool that has not been approved by the Group for such use, and must ensure that AI-generated content used in Group products or communications complies with intellectual property and disclosure requirements.

13. PERSONAL INFORMATION AND PRIVACY

13.1 You must handle personal information (whether of employees, players, publishing partners, contractors or others) in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles, applicable overseas privacy laws (including the GDPR where applicable) and the Group's Privacy Policy.

13.2 Any suspected or actual data breach or privacy incident must be reported immediately to the Company Secretary or in accordance with the Group's data incident response procedures.

14. INSIDER TRADING AND SECURITIES TRADING

14.1 You must not deal in the Company's securities (or the securities of any other company) while in possession of information that is not generally available and that a reasonable person would expect to have a material effect on the price or value of those securities. Insider trading is a criminal offence and is strictly prohibited.

14.2 You must comply with the Group's Securities Trading Policy at all times, including in relation to blackout periods, trading windows, prior clearance requirements and prohibited dealings.

15. CONTINUOUS DISCLOSURE, MEDIA AND EXTERNAL COMMUNICATIONS

15.1 You must not make statements to the media, analysts, investors or the market on behalf of the Company except in accordance with the Group's Continuous Disclosure Policy. Requests from journalists, analysts or investors must be referred immediately to the Company Secretary or another authorised spokesperson under the Continuous Disclosure Policy.

15.2 You must not post, share, comment on or otherwise engage with content concerning the Group, its business, its games, its publishing partners, its personnel or its securities on social media, streaming platforms, gaming forums, community platforms or any other public channel in a manner inconsistent with the Group's ASX announcements or the Continuous Disclosure Policy.

15.3 Any information that may be market-sensitive must be escalated immediately to the CEO or Company Secretary in accordance with the Continuous Disclosure Policy.

16. ACCURATE RECORDS AND FINANCIAL INTEGRITY

16.1 You must ensure that the Group's books, records and accounts (including expense claims, timesheets, contracts, invoices and communications) fairly and accurately reflect the transactions and matters they record.

16.2 You must not falsify, alter or destroy any Group record or document, or misrepresent the substance of any transaction, whether for your own benefit or otherwise.

16.3 You must co-operate fully with the Group's external auditor and internal financial and compliance reviews.

17. BUSINESS AGREEMENTS AND DEALINGS WITH COMPETITORS

17.1 Business agreements. If you are involved in negotiating or entering into agreements on behalf of the Group:

(a) all statements, communications and representations to counterparties (including publishing partners, platform providers, suppliers, service providers, licensors and licensees) must be accurate, truthful and not misleading or deceptive;

(b) you must act within the limits of your authority and obtain all necessary internal approvals before any agreement is executed on behalf of the Group;

(c) you must know, understand and honour the terms of the Group's contractual obligations that are relevant to your role; and

(d) all agreements must comply with applicable law, including the Australian Consumer Law, competition and consumer laws and applicable foreign laws.

17.2 Information about competitors. The Group acknowledges that an understanding of the games industry, its competitors and the broader market is essential in operating the business. Any information about competitors gathered by or on behalf of the Group must be obtained lawfully and ethically. You must not obtain competitor information through misrepresentation, deception, unauthorised access, improper solicitation of confidential information from prospective hires, or any other unlawful or improper means.

18. POLITICAL AND CHARITABLE ACTIVITIES

18.1 The Group does not make political donations. You must not make a political donation, or commit the Group to any political activity or endorsement, on behalf of the Group without the prior written approval of the Board.

18.2 You are free to participate in political and charitable activities in their personal capacity, but must not use the Group's name, resources, systems or working time for those activities without approval.

19. PERSONAL CONDUCT STANDARDS

In addition to the substantive obligations set out above, You are expected to:

(a) comply with all reasonable and lawful instructions given by or on behalf of the Group;

(b) devote their normal working hours (and other reasonable additional time as necessary) to their duties;

(c) maintain punctuality;

(d) respect the Group's property;

(e) dress and present themselves in a manner appropriate to their role and the Group's environment; and

(f) not engage in conduct, whether during or outside working hours, that causes or has the potential to cause material damage to the Group's property, reputation or business.

20. REPORTING CONCERNS AND SPEAKING UP

20.1 You are strongly encouraged to raise concerns about actual, potential or suspected breaches of this Code without delay. Concerns may be raised with:

(a) your manager;

(b) the Chief People Officer or equivalent human resources leader;

(c) the Company Secretary;

(d) the Chair of the Audit and Risk Committee; or

(e) through the reporting channels set out in the Group's Whistleblower Policy.

20.2 The Group prohibits retaliation of any kind against any person who raises a concern in good faith. Retaliation is itself a serious breach of this Code. Additional protections apply to disclosures qualifying as protected disclosures under Part 9.4AAA of the Corporations Act, as set out in the Whistleblower Policy.

21. CONSEQUENCES OF BREACH

21.1 A breach of this Code will be treated seriously. Depending on the nature and seriousness of the breach, consequences may include counselling, formal warning, additional training, redeployment, demotion, termination of employment or engagement, referral to regulatory authorities or the police, and civil or criminal proceedings.

21.2 For directors and senior executives, a breach may also result in Board action including removal from role, and may need to be disclosed under the Group's Continuous Disclosure Policy where the breach is material.

22. WAIVERS

22.1 A waiver of, or deviation from, this Code may only be granted by the Board on the recommendation of the Audit and Risk Committee.

22.2 Where required by applicable law (including the ASX Listing Rules) or by the Group's Continuous Disclosure Policy, the Company will promptly disclose the grant of any such waiver and the reasons for it.

23. BOARD OVERSIGHT

23.1 The Board (through the Audit and Risk Committee) is informed of any material breaches of this Code in accordance with Recommendation 3.2 of the ASX Corporate Governance Council's Corporate Governance Principles and Recommendations, 4th edition.

23.2 The Company Secretary maintains a register of material breaches, remedial actions taken and disclosures made under this Code.

24. NATURE OF THIS CODE

24.1 This Code is not intended to create contractual rights or entitlements. In so far as this Code imposes any obligations on the Group, those obligations are not contractual and do not give rise to any contractual rights. The terms of a person's engagement that are intended to be contractual are set out in that person's written engagement or employment contract.

24.2 The Company may vary, replace or withdraw this Code at any time, provided that any such change is approved by the Board.

25. REVIEW

25.1 The Board will review this Code at least annually and update it as required to reflect changes in law, regulation, ASX guidance and the Group's business.

25.2 This Code will be made available on the Company's website.

VERSION CONTROL

Version	Approved by	Date approved	Summary of changes	Next review
1.0	Board	1 November 2020	Prior version	
2.0	Board	14 August 2026	Redrafted to meet Recommendation 3.1 (values) and 3.2 (Code covering directors, senior executives and employees). Values statement inserted (Player First, Honesty, Respect, Pride). Extended application to directors, officers, senior executives, employees and contractors, all addressed as "you" throughout for accessibility. Added clauses on compliance with laws, fair dealing, conflicts of interest (with Board Charter Annexure B cross-reference), corporate opportunities and use of position (ss181-183), gifts and hospitality thresholds, anti-bribery cross-reference, confidentiality, intellectual property, technology and AI use, privacy, insider trading (Securities Trading Policy cross-reference), continuous disclosure and media (Continuous Disclosure Policy cross-reference), accurate records, business agreements and dealings with competitors, political donations, whistleblower cross-reference and no-retaliation, Board approval of waivers, and material breach reporting to Audit and Risk Committee	August 2027