

## 3i INFOTECH CODE OF CONDUCT FOR PREVENTION OF INSIDER TRADING BY DESIGNATED PERSONS

as amended as per SEBI (Prohibition of Insider Trading Regulations), 2015

### CHAPTER 1 – PRELIMINARY

#### **1.1 Title, Commencement & Extent:**

- 1.1 This Code is called 3i Infotech Code of Conduct for Prevention of Insider Trading by Designated Persons.
- 1.2 This Code deals with the obligations of the Company as an issuer of its own Securities and incorporates the minimum standards as set out in Schedule B of the SEBI (Prohibition of Insider Trading) Regulations, 2015. The amendments to the Code, if any, approved by Board of the Company from time to time will be effective from the date of approval by the Board. This Code shall be applicable to Designated Persons.

### CHAPTER 2 – DEFINITIONS

#### **2.1 Definitions:**

In this Code, unless the context otherwise requires; -

- A. "Approved Trading Plan" shall have the meaning ascribed thereto in Clause 9 of the Code.
- B. "Board" means the board of directors of the Company or any committee constituted by the Board for the purpose of this Code.
- C. "Code" means this 3i Infotech Code of Conduct for Prevention of Insider Trading by Designated Persons, as modified from time to time.
- D. "Compliance Officer" means such senior officer so designated by the Board under this Code, and reporting to the Board and who shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to this Code and any other guidelines or framework issued by the Company for the preservation of Unpublished Price Sensitive Information, monitoring of trades and the implementation of the Code under the overall supervision of the Board, as the case may be pursuant to Clause 3 of the Code and the PIT Regulations.
- E. "Company" means 3i Infotech Limited.
- F. "Connected Person" shall have the meaning ascribed to the term under sub-Regulation (d) of Regulation (2) of the PIT Regulations.
- G. "Trading" means and includes subscribing, buying, selling, dealing, pledging or agreeing to subscribe, buy, sell, deal in any Securities, and "trade" shall be construed accordingly.

- H. "Director" means a director of the Company.
- I. "Digital Database" shall be a database maintained by the Compliance Officer containing following information of Designated Persons, Immediate Relatives of Designated Persons, persons with whom such Designated Persons share a Material Financial Relationship, any other person for whom Designated Persons take trading decisions and persons who are in possession or have access to Unpublished Price Sensitive Information:
- i. Name;
  - ii. Phone and mobile numbers used by such persons;
  - iii. permanent account numbers ("PANs") or any other identifier authorized by law where such PAN is not available;
  - iv. disclosures and other details such as names of educational institutions from which Designated Persons have graduated and names of their past employers on a one time basis

The Digital Database shall be updated on an annual basis or as and when information changes and shall be maintained with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the database.

- J. "Designated Persons" shall mean:
- i. Directors of the Company;
  - ii. Promoters of the Company;
  - iii. employees in grades G7 to G12 of the Company and material Subsidiaries;
  - iv. all employees of the Company forming part of the following departments / divisions of the Company (irrespective of the grade / job rank of such employee):
    - a. Finance department including Corporate Planning and Strategy Group;
    - b. Legal and Secretarial Group;
    - c. Office of CEO including Corporate Communications department;
    - d. Risk Management and Process Standardisation including internal audit department;
    - e. Human Resources Management Group (HRMG) and
    - f. Enterprise Technology Group (ETG).
  - v. such employees of the Company and its Material Subsidiaries, designated by the Board of the Company from time to time, in consultation with the Compliance Officer, on the basis of their functional role or access to UPSI;
  - vi. any other person designated by the Board of the Company from time to time, in consultation with the Compliance Officer, on the basis of their functional role or access to UPSI; and
  - vii. Immediate Relatives of (i) to (vi) above.

- K. "Generally Available Information" means information that is accessible to the public on a non discriminatory basis (and the term 'generally available' shall be construed accordingly).
- L. "Key Managerial Personnel" shall have meaning as prescribed in Section 2 (51) of the Companies Act, 2013 as amended from time to time.
- M. "Legitimate Purpose" shall include sharing of Unpublished Price Sensitive Information in the ordinary course of business or otherwise in furtherance of such business activities as may be approved by the Board from time to time, by an Insider or a Designated Person with partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, insolvency professionals or other advisors or consultants, provided that such sharing has not been carried out to evade or circumvent the prohibitions of the PIT Regulations as amended from time to time.
- N. "Immediate Relative" means a spouse of a person, and includes parent, sibling, and child of such person or of the spouse, any of whom is either dependent financially on such person, or consults such person in taking decisions relating to trading in securities.
- O. "Insider" means any person who is-
- i. a Connected Person; or
  - ii. in possession of or having access to Unpublished Price Sensitive Information.
- P. "Unpublished Price Sensitive Information" or "UPSI" means any information, which relates directly or indirectly to the Company, that is not Generally Available Information which upon becoming Generally Available, is likely to materially affect the price of Securities of the Company, and shall, ordinarily include but is not restricted to, information relating to the following:
- i. periodical financial results;
  - ii. intended declaration of dividends (both interim and final);
  - iii. change in capital structure;
  - iv. mergers, de-mergers, acquisitions, delistings, disposals and expansion of business and such
  - v. other transactions;
  - vi. changes in Key Managerial Personnel (KMP); and
  - vii. Subject to the above the Board or any person authorized by the Board may identify and categorize such types of information as the may deem fit as UPSI having regard to the business of the Company.
- Q. "Material Financial Relationship" shall mean a relationship in which one person is a recipient of any kind of payment such as by way of loan or gift during the immediately preceding twelve months, equivalent to at least 25% of such payer's annual income but shall exclude relationships in which the payment is based on arm's length transactions.

- R. "Pre-clearance" shall mean the Company Pre-Clearance under Clause 8 of the Code.
- S. "Promoter" shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof.
- T. "Promoter Group" shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof.
- U. "PIT Regulations" means the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time.
- V. "SEBI" means the Securities and Exchange Board of India.
- W. "Securities" shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or any modification thereof except units of a mutual fund and includes Securities of the Company.
- X. "Material Subsidiary" shall have the meaning ascribed to such term under the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- Y. "Trading Window" shall mean the period during which trading in Securities of the Company is permitted.
- Z. "Trading Day" means a day on which the relevant recognized stock exchanges are open for trading.
- AA. 'Informant' means an individual(s), who voluntarily submits to the Board a Voluntary Information Disclosure Form relating to an alleged violation of insider trading laws that has occurred, is occurring or has a reasonable belief that it is about to occur, in a manner provided under these regulations, regardless of whether such individual(s) satisfies the requirements, procedures and conditions to qualify for a reward.
- BB. 'Original Information' means any relevant information submitted in accordance with these regulations pertaining to any violation of insider trading laws that is:-
- i. derived from the independent knowledge and analysis of the Informant;
  - ii. not known to the Board from any other source, except where the Informant is the original source of the information;
  - iii. is sufficiently specific, credible and timely to –
    - 1) commence an examination or inquiry or audit,

- 2) assist in an ongoing examination or investigation or inquiry or audit,
  - 3) open or re-open an investigation or inquiry, or
  - 4) inquire into a different conduct as part of an ongoing examination or investigation or inquiry or audit directed by the Board;
- iv. not exclusively derived from an allegation made in a judicial or administrative hearing, in a Governmental report, hearing, audit, or investigation, or from the news media, except where the Informant is the original source of the information; and
  - v. not irrelevant or frivolous or vexatious.

Explanation. –Information which does not in the opinion of the Board add to the information already possessed by the Board is not original information.

CC. 'Voluntary Information Disclosure Form' means the form for providing Original Information to the Office of Informant Protection as set by SEBI in the format as set out in Schedule D to the PIT Regulations.

DD. 'Informant' means an individual(s), who voluntarily submits to the Board a Voluntary Information Disclosure Form relating to an alleged violation of insider trading laws that has occurred, is occurring or has a reasonable belief that it is about to occur, in a manner provided under these regulations, regardless of whether such individual(s) satisfies the requirements, procedures and conditions to qualify for a reward;

EE. "Reward" means any gratuitous monetary amount for which an Informant is declared eligible as per the provisions of these regulations.

All terms used in this Code but if not defined herein shall have the meanings ascribed to them under the PIT Regulations, or the Companies Act, 2013 (if not defined under the PIT Regulations).

### **CHAPTER 3 - COMPLIANCE OFFICER – APPOINTMENT & ROLE**

#### **3.1 Compliance Officer**

3.1 The Company Secretary of the Company shall be the Compliance Officer for the purpose of the Code and will report to the Chairman of the Audit Committee of the Company. The Audit Committee of the Company shall review compliance with the provisions of PIT Regulations at least once in a financial year and shall verify that the systems for internal control are adequate and are operating effectively.

3.2 In the absence of the Company Secretary, any other person as may be designated by the Chairman of the Audit Committee shall be the Compliance Officer for the purpose of the Code.

3.3 The Compliance Officer shall *inter alia*:

- 3.3.1 provide periodic reports to the Chairman of the Audit Committee and the Board of the Company, which shall not be less than once a year, including all the details of the Trading in Securities of the Company by Designated Persons as disclosed.
- 3.3.2 assist the Managing Director or the Board, as the case may be in setting forth policies, procedures, monitoring adherence to the rules for the preservation of Unpublished Price Sensitive Information;
- 3.3.3 review and approve all pre-clearance applications filed by Designated Persons for trading in Securities, along with all accompanying documents attached thereto, including trading plans in accordance with Clause 9 of this Code;
- 3.3.4 maintain and monitor the Digital Database containing the details of Designated Persons and Insiders with whom any Unpublished Price Sensitive Information has been shared or who have access to any Unpublished Price Sensitive Information of the Company, whether in the ordinary course of business, or for Legitimate Purpose or in relation to substantial transactions involving takeovers, mergers or acquisitions or any other purpose in accordance with this Code. The Digital Database shall be updated by the Compliance Officer, on an annual basis or as and when information changes and shall be maintained with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the database;
- 3.3.5 give notice to Insiders with whom Unpublished Price Sensitive Information has been shared for Legitimate Purpose as set out in Clause 4.1. of Chapter 3 (*Restrictions on Communication and Trading by Designated Persons and Insiders*) of this Code. This Code shall be annexed to such notice and would thereafter regulate and monitor such Insiders in the same manner as if such Insiders were Designated Persons; and
- 3.3.6 address any clarifications/ difficulties regarding the PIT Regulations and/or the Code and the implementation of the Code, under the overall supervision of the Board of the Company.

3.4 The Compliance Officer shall maintain all records under the Code and the PIT Regulations for a minimum period of 5 (five) years.

3.5 The Compliance Officer shall be responsible to formulate written policies and procedures for inquiry in case of leak of Unpublished Price Sensitive Information or suspected leak of Unpublished Price Sensitive Information, which shall be approved by the Board of Directors of the Company and accordingly initiate appropriate inquiries on becoming aware of leak of Unpublished Price Sensitive Information or suspected leak of Unpublished Price Sensitive Information and inform SEBI promptly of such leaks, inquiries and results of such inquiries under intimation to the Chairman of Audit Committee;

- 3.6 The Compliance Officer may at any time, call for any demat account number and monitor dealing in Securities of the Company by accessing data base available with the Company.
- 3.7 The Compliance Officer may engage external consultants, advisors or experts for putting in place an IT-enabled software or system to automate the compliances under this Code including seeking disclosures and undertakings from Designated Persons and Insiders, sending intimations to such persons regarding closure of Trading Window, etc.

#### **CHAPTER 4 – RESTRICTIONS ON COMMUNICATION AND TRADING BY DESIGNATED PERSONS AND INSIDERS**

#### **4. Preservation of “Unpublished Price Sensitive Information”**

- 4.1 Subject to Clause 4.2 below and other the provisions of this Code, all Designated Persons and Insiders shall maintain confidentiality of all Unpublished Price Sensitive Information and must not pass on such information directly or indirectly by way of making a recommendation for the purchase or sale of securities, or otherwise to any person including other Insiders except where such communication is in furtherance of Legitimate Purpose, performance of duties or discharge of legal obligations and otherwise in accordance with this Code.
- 4.2 Notwithstanding anything contained in this Code, Insiders may communicate, provide, allow access to or procure, Unpublished Price Sensitive Information, in connection with a transaction which would-
- 4.2.1 entail an obligation to make an open offer under SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 (“**Takeover Regulations**”) where the Board is of the informed opinion that sharing of such information is in the best interests of the Company;
- 4.2.2 not attract the obligation to make an open offer under the Takeover Regulations but where the Board is of informed opinion that sharing of such information is in the best interests of the Company and the information that constitutes Unpublished Price Sensitive Information is disseminated to be made Generally Available at least 2 (two) Trading Days prior to the proposed transaction being effected, in such form as the Board may determine to be adequate and fair to cover all relevant and material facts; and
- 4.2.3 For purposes of this clause, the Board shall require the parties to such transaction to execute agreements to contract confidentiality and non-disclosure obligations on the part of such parties and such parties shall keep information so received confidential, except for the purpose of this Clause 4, and shall not otherwise Trade in Securities of the Company when in possession of such Unpublished Price Sensitive Information.

- 4.3 Any person in receipt of Unpublished Price Sensitive Information pursuant to a Legitimate Purpose shall be considered as an “Insider” and such person shall maintain confidentiality of such Unpublished Price Sensitive Information.
- 4.4 Unpublished Price Sensitive Information must be handled by Insiders on a "need to know" basis, and no Unpublished Price Sensitive Information shall be communicated to any person except in furtherance of the Insider's Legitimate Purposes, performance of duties or discharge of his legal obligations and whose possession of such information will not give rise to a conflict of interest or appearance of misuse of information.
- 4.5 Access to Unpublished Price Sensitive Information should be limited to the extent possible.
- 4.6 Files containing Unpublished Price Sensitive Information shall be kept secure. Computer files must have adequate security of login and password, etc.
- 4.7 To prevent the misuse of confidential information and Unpublished Price Sensitive Information, the Company has adopted a "*Chinese Wall*" policy which separates those areas of the Company which routinely have access to confidential information or Unpublished Price Sensitive Information or both, considered “inside areas” from those areas which provide support services to these functions/areas and do not have access to such information, considered as "public areas", as discussed in Clause 7 below.

## **5. Trading when in possession of unpublished price sensitive information**

- 5.1 No Designated Person shall trade in Securities that are listed or proposed to be listed on a stock exchange when in possession of Unpublished Price Sensitive Information of the Company.
- 5.2 When a person who has traded in securities has been in possession of Unpublished Price Sensitive Information, his trades would be presumed to have been motivated by the knowledge and awareness of such information in his possession.
- 5.3 A Designated Person may trade in the Securities of the Company under the following circumstances: –
- 5.3.1 the trade is an off-market *inter-se* transfer between Designated Persons who were in possession of the same Unpublished Price Sensitive Information without being in V breach of PIT Regulations for communication of Unpublished Price Sensitive Information and both parties had made a conscious and informed trade decision.

Provided that such Unpublished Price Sensitive Information was not obtained under Clause 4.2 of the Code. Such off-market trades shall be reported by the Designated Persons to the Company within 2 (two) working days. The Company shall notify the particulars of such



trades to the stock exchange within 2 (two) trading days from receipt of the disclosure or from becoming aware of such information.

5.3.2 the trade is carried out through the block deal window mechanism between persons who were in possession of the Unpublished Price Sensitive Information without being in breach of Clause 4 of this Code and both parties have made a conscious and informed trade decision. Provided that such Unpublished Price Sensitive Information was not obtained by either person under Clause 4.2 of the Code.

5.3.3 the trade in question was carried out pursuant to a statutory or regulatory obligation to carry out a bona fide Trade.

5.3.4 the trade in question was undertaken pursuant to the exercise of stock options in respect of which the exercise price was pre-determined in compliance with applicable regulations.

5.4 In the case of non-individual Designated Persons, such Designated Persons may trade in the following circumstances:

5.4.1 the individuals who were in possession of such Unpublished Price Sensitive Information were different from the individuals taking trading decisions and such decision-making individuals were not in possession of such Unpublished Price Sensitive Information when they took the decision to trade; and

5.4.2 appropriate and adequate arrangements were in place to ensure that the PIT Regulations (and the provisions of this Code) are not violated and no Unpublished Price Sensitive Information was communicated by the individuals possessing the information to the individuals taking trading decisions and there is no evidence of such arrangements having been breached;

5.4.3 the trades were pursuant to an Approved Trading plan in accordance with Clause 9.

5.5 In the case of Insiders being Connected Persons, the onus of establishing that they were not in possession of the relevant Unpublished Price Sensitive Information, shall be on such Connected Persons and in other cases, the onus would be on SEBI.

## **6. Prevention of misuse of Unpublished Price Sensitive Information**

6.1 Unless otherwise expressly allowed in this Code, Designated Persons shall not use Unpublished Price Sensitive Information for trading in Securities, whether on their own account or their Immediate Relatives' account or on account of any other person for whom Designated Persons take trading decisions and further shall ensure that their Immediate Relatives or any other person for whom Designated Persons take trading decisions shall also not engage in trading in

Securities on their own account, if such Designated Person is in possession of any such Unpublished Price Sensitive Information.

## 7. Chinese wall policy

- 7.1 The 'Chinese Wall' policy means and aims at physically segregating the functional areas within the Company that are processing and access confidential and Unpublished Price Sensitive Information routinely from the other areas. The basic objective is to limit the access to confidential and Unpublished Price Sensitive Information on a need-to-know basis and thereby monitor and prevent the misuse of the same, during the mutual interactions between such areas. The areas processing or accessing confidential and Unpublished Price Sensitive Information shall be considered as "inside areas" and all the other areas that do not have access to such information shall be regarded as "public areas".
- 7.2 Except as expressly permitted under this Code, the Insiders in the inside area shall not communicate any confidential or Unpublished Price Sensitive Information to anyone in public area.
- 7.3 The Designated Persons in inside area shall be physically segregated from persons in the public area.
- 7.4 There shall be proper demarcation of relevant areas as inside areas.
- 7.5 In exceptional circumstances, Designated Persons and other persons from the public areas may be brought "over the wall" and given access to confidential and Unpublished Price Sensitive Information strictly on the basis of "need to know" criteria, under intimation to the Compliance Officer.
- 7.6 Except as otherwise specifically determined by the Compliance Officer (and communicated to employees of the Company and Designated Persons), the Company's following functional areas shall be considered as inside areas in respect of Securities of the Company:
- a. Finance department including Corporate Planning and Strategy Group;
  - b. Legal and Secretarial Group;
  - c. Office of CEO including Corporate Communications department;
  - d. Risk Management and Process Standardisation including internal audit department;
  - e. Enterprise Technology Group (ETG) and
  - f. Human Resource Management Group (HRMG).
- 7.7 The Designated Persons within the inside area shall take particular care as to distribution and storage of material, non-public information/ documents containing confidential and Unpublished Price Sensitive Information. Appropriate security measures as to passwords, document reproduction and distribution, and secure storage should be exercised.

## CHAPTER 5 – REQUIREMENTS FOR TRADING IN SECURITIES OF THE COMPANY

### 8. Trading in Securities of the Company

- 8.1. If a Designated Person has an Approved Trading Plan (in relation to Securities of the Company), then such Approved Trading Plan shall be irrevocable and the Designated Person shall mandatorily have to implement the said plan, without being entitled to either deviate from it or to execute any trade in the Securities of the Company outside the scope of the Approved Trading Plan.
- 8.2. All Designated Persons shall be entitled to trade in the Securities of the Company only when the Trading Window is open, and:
- 8.2.1 after obtaining pre-clearance from the Compliance Officer (in respect of such proposed trade), (“**Company Pre-Clearance**”), if the value of the Securities of the Company proposed to be traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of [INR 10,00,000 (Indian Rupees ten lakhs)], or such other value as may be specified by SEBI:
- 8.2.2 without obtaining any pre-clearance from the Compliance Officer if the proposed trade (in Securities of the Company) is at or below the threshold mentioned in Clause 8.2.1. above.

### 9. Trading Plan

- 9.1 Every Designated Person shall be entitled to formulate a trading plan (of Securities of the Company) and present it to the Compliance Officer for pre-clearance in form as prescribed in **Annexure I** and public disclosure, pursuant to which trades may be carried out on his behalf in accordance with such plan.
- 9.2 Such trading plan shall:
- 9.2.1 not entail commencement of Trading in the Securities of the Company earlier than 6 (six) months from public disclosure of such plan;
- 9.2.2 not entail Trading for the period between the twentieth Trading Day prior to the last day of any financial period for which results are required to be announced by the Company and the second Trading Day after the disclosure of such financial results by the Company;
- 9.2.3 entail Trading for a period of not less than 12 (twelve) months;
- 9.2.4 not entail overlap of any period for which another trading plan is already in existence;
- 9.2.5 set out either the value of trades to be effected or the number of relevant Securities of the Company to be traded along with the nature of the trade and the intervals at, or dates on which such trades shall be effected; and
- 9.2.6 not entail Trading in Securities of the Company for market abuse.
- 9.3 The Compliance Officer shall review and approve the trading plan to assess whether the plan would have any potential for violation of the PIT Regulations (and provisions of this Code) and

shall be entitled to seek such express undertakings as may be necessary to enable such assessment and to approve and monitor the implementation of the plan.

Provided that pre-clearance of trades shall not be required for a trade executed as per an Approved Trading Plan.

Provided further that Trading Window norms and restrictions on contra trade shall not be applicable for trades carried out in accordance with an Approved Trading Plan.

9.4 As mentioned in Clause 8.1 above, the trading plan once approved (“**Approved Trading Plan**”) shall be irrevocable and the Designated Person shall mandatorily have to implement the said plan, without being entitled to either deviate from it or to execute any trade in the Securities of the Company outside the scope of the Approved Trading Plan.

Provided that the implementation of the Approved Trading Plan shall not be commenced if any Unpublished Price Sensitive Information of the Company in possession of the Designated Person at the time of formulation of the said plan has not become Generally Available at the time of the commencement of implementation and in such event the Compliance Officer shall confirm that the commencement ought to be deferred until such Unpublished Price Sensitive Information becomes Generally Available Information so as to avoid a violation of sub- Regulation (1) of Regulation 4 of PIT Regulations, and Clause 5.1 above.

9.5 Upon approval of the trading plan, as aforesaid, the Compliance Officer shall notify the plan to the stock exchanges on which the Securities of the Company are listed.

## **10. Company Pre-clearance & Trading Window**

10.1 Application for obtaining the Company Pre-clearance shall be made in form as prescribed in **Annexure II**. No such pre-clearance shall be applied for by Designated Persons to the Compliance Officer if such Designated Person is in possession of Unpublished Price Sensitive Information of the Company (even if the Trading Window is not closed), unless such information has become Generally Available. Prior to granting the Company Pre-clearance, the Compliance Officer shall be entitled to seek declarations to the effect that the applicant for pre-clearance is not in possession of any Unpublished Price Sensitive Information of the Company – and the Compliance Officer shall also have regard to whether any such declaration is reasonably capable of being rendered inaccurate.

10.2 Even exercise of options granted and vested under Employee Stock Option Scheme (ESOS) of the Company shall be permitted only during the period when the Trading Window is open.

10.3 Unless otherwise specified by the Compliance Officer, the Trading Window shall be, inter alia, closed 21 (twenty one) days prior to declaration of dividends (interim and final) and from the end of

every quarter till 48 (forty eight) hours after the declaration of financial results (quarterly, half-yearly and annual) or at any other time as designated by the Compliance Officer if any Unpublished Price Sensitive Information is under active consideration of the Company.

10.4 The Trading Window shall be opened 48 (forty eight) hours after the relevant Unpublished Price Sensitive Information is made Generally Available or at such later time as may be determined by the Compliance Officer.

## **CHAPTER 6 – OTHER COMPLIANCES**

### **11. Execution / non-execution of pre-cleared orders and related reportings**

- 11.1 Upon obtaining an Approved Trading Plan, if trade is not executed in accordance with the Approved Trading Plan, including at the times indicated in the Approved Trading Plan, then the relevant Designated Person shall report the same (with necessary reasons), in the form as prescribed as **Annexure III**.
- 11.2 Upon obtaining a Pre-Clearance:
- 11.2.1 The relevant trades shall be executed within 7 trading days after the Pre-Clearance is given.
- 11.2.2 In case of execution of trades pursuant to a Pre-Clearance, the Designated Person shall report the details of the trades so executed, within [2 (two) working days of executing the trade in the form as prescribed as **Annexure IV**.
- 11.2.3 In case trade is not executed within one week after the Pre-Clearance is given, then (a) the Designated Person shall report the same (with necessary reasons) in the form as prescribed as **Annexure IV**, within [2 (two) working days of expiry of the aforesaid one week period; and (b) the Designated Person must apply for fresh Pre-clearance for execution of such trades again.
- 11.2.4 If the Designated Person decides to not trade after securing the Pre-clearance, then the Designated Person shall report the same (with necessary reasons), in the form as prescribed as **Annexure IV**.
- 11.3 The Designated Person shall submit supporting documentations, if any, requested by the Compliance Officer in connection with the submission of the reports mentioned in Clauses 11.1 and 11.2 above.
- 11.4 The Company shall notify the particulars of Trading of Securities of the Company to the stock exchange on which the Securities of the Company are listed within 2 (two) Trading Days of receipt of the disclosure or from becoming aware of such information in accordance with Clause 12.6.2 below.
- 11.5 Designated Persons shall not enter into an opposite transaction i.e. sell or buy any number of such Securities during the 6 (six) months following the previous Trade or transaction made

by such Designated Person. Should a contra trade be executed, inadvertently or otherwise, in violation of such a restriction, the profits from such trade shall be liable to be disgorged for remittance to SEBI for credit to the Investor Protection and Education Fund administered by SEBI under the SEBI Act, 1992. Provided that this shall not be applicable for trades pursuant to exercise of stock options.

## 12. Reporting Requirements

- 12.1 Every public disclosure under this Clause shall be made in writing, in such form as may be specified by SEBI.
- 12.2 The disclosures to be made by any Designated Person under this Clause shall include those relating to Trading by such person's Immediate Relatives and by other persons for whom such Designated Person takes trading decisions and by any other person with whom such Designated Person shares a Material Financial Relationship.
- 12.3 The disclosures of Trading in Securities shall also include Trading in derivatives of securities and the traded value of the derivatives shall be taken into account for purposes of this Clause; provided that Trading in derivatives of Securities is permitted by any law for the time being in force.
- 12.4 The disclosures made under this Clause shall be maintained by the Company, for a minimum period of 5 (five) years, in such form as may be specified by SEBI in writing.
- 12.5 Initial Disclosures
  - 12.5.1 Every Director, Key Managerial Personnel, Promoter or member of the Promoter Group shall disclose his holding of Securities of the Company as on the date of appointment / becoming a Promoter / date of being designated as such , to the Company within 7 (seven) days of such date, as per **Annexure V**.
- 12.6 Continual Disclosures
  - 12.6.1 Every Promoter, member of the Promoter Group and Designated Person of the Company shall disclose to the Company the number of Securities of the Company acquired or disposed of within 2 (two) Trading Days of such transaction if the value of the Securities of the Company traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of INR 10,00,000 (Indian rupees ten lakhs) or such other value as may be specified by SEBI, as per **Annexure VI**;
  - 12.6.2 The Company shall notify the particulars of Trading of Securities of the Company to the stock exchange on which the Securities of the Company are listed within 2(two) Trading Days of receipt of the disclosure or from becoming aware of such information, in the form prescribed by SEBI in writing. It is clarified for the avoidance of doubts that the disclosure of the incremental transactions after any disclosure under this sub- Clause, shall be made when the

transactions effected after the prior disclosure cross the threshold specified in clause 12.6.1. above.

#### 12.7 Disclosures by Connected Persons

12.7.1 The Company may, in its discretion, require Connected Persons or class of Connected Persons to make disclosures of holdings and Trading in Securities of the Company, in such form as may be prescribed by the Company, and at such frequency as may be determined by the Company in order to monitor compliance with the PIT Regulations.

12.8 Designated Persons shall be required to disclose names, phone and cell numbers which are used and PANs or any other identifier authorized by law of the following persons to the Company on an annual basis and as and when the information changes:

12.8.1 Immediate Relatives;

12.8.2 Persons with whom such designated person(s) shares a Material Financial Relationship

12.8.3 Any other persons for whom such Designated Person(s) takes trading decisions.

12.9 In addition, the names of educational institutions from which Designated Persons have graduated and names of their past employers shall also be disclosed on a one time basis.

12.10 The Compliance Officer shall record all information provided by Designated Persons pursuant to Clause 12.8 and 12.9 above in the Digital Database.

### **CHAPTER 7 – MISCELLANEOUS**

#### **13. Penalty for contravention of code of conduct**

13.1 Every Designated Person shall be individually responsible for complying with the provisions of the PIT Regulations and the Code to the extent applicable.

13.2 Any Director who violates the Code shall be subject to disciplinary action, as may be deemed fit by the Board of the Company.

13.3 Any Designated Person who violates the Code shall be subject to disciplinary action, which may include freeze on emoluments, ineligibility for future participation in the stock option plans or suspension/termination of service/contract, recovery, clawback or any other action as may be deemed fit by the Board.

13.4 Any action taken by the Company shall be without prejudice to any further action taken by SEBI for violation of PIT regulations.

#### **14. Information to SEBI in case of violation of SEBI (Prohibition of Insider Trading) Regulations, 2015**

In case, it is found by the Company or Compliance Officer that there has been a violation of the PIT Regulations, the same shall be informed to SEBI promptly.

## 15. Protection against retaliation and victimization

15.1.1 Any Informant who is an employee of the Company including a Designated Person who files a Voluntary Information Disclosure Form with SEBI under the PIT Regulations will not be at risk of suffering any form of reprisal or retaliation which includes discharge, termination, demotion, suspension, threats, harassment, directly or indirectly or discrimination against the employee irrespective of whether the information is considered or rejected by SEBI or he or she is eligible for a reward under the regulations, by reason of-

- (i) filing a Voluntary Information Disclosure Form under the regulations;
- (ii) testifying in, participating in, or otherwise assisting and aiding SEBI in any investigation, inquiry, audit, examination or proceeding instituted or about to be instituted for an alleged violation of insider trading laws or in any manner aiding the enforcement action taken by SEBI; or
- (iii) breaching any confidentiality agreement or provisions of any terms and conditions of employment or engagement solely to prevent any employee from cooperating with SEBI in any manner.

For the purposes of this Clause, an employee means 'any individual who during employment may become privy to information relating to violation of insider trading laws and files a Voluntary Information Disclosure Form under these regulations and is a director, partner, regular or contractual employee, but does not include an advocate.

15.2 Any term or provision in any agreement (oral or written) or this Code of Conduct is void in so far as it purports to preclude any person from submitting to SEBI information relating to violation of the securities laws that has occurred, is occurring or has a reasonable belief that it would occur.

15.3 No employee is required to intimate the Company or seek prior permission or consent or guidance of the Company or any of its representatives for filing a Voluntary Information Disclosure Form or is required to intimate the Company or any of its representatives for filing a Voluntary Information Disclosure Form.

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**3i INFOTECH LIMITED**

**ANNEXURE I**

**(See Clause 9.1)**

**TRADING PLAN PRE-CLEARANCE FORM**

(Under 3i Infotech Code of Conduct for Prevention of Insider Trading & Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information)

To  
The Compliance Officer  
3i Infotech Limited

Dear Sir,

Pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the Company's Code of Conduct for Prevention of Insider Trading, ("**Code**") I, residing at \_\_\_\_\_ seek approval for the trading plan relating to the Securities of the Company, as per the below details:

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	<b>Nature of transaction</b>	<b>[purchase/sale/subscription/pledge or otherwise encumber]</b>
2.	<b>Whether transaction by applicant/ applicant's immediate relative (if immediate relative, provide necessary details of such immediate relative and relationship with the applicant)</b>	
3.	<b>Description of securities proposed to be transacted (including no. of securities / value of trades)</b>	
4.	<b>Name of the company whose securities are proposed to be traded</b>	
5.	<b>Folio No./DP ID Client ID</b>	
6.	<b>Intervals / dates on which such trades shall be effected</b>	



In connection with the said trading plan, I hereby specifically confirm that such trading plan does:

- i. not entail commencement of trading in the Securities of the Company (on my behalf) earlier than six months from public disclosure of such plan;
- ii. not entail trading for the period between the twentieth Trading Day prior to the last day of any financial period for which results are required to be announced by the Company and the second Trading Day after the disclosure of such financial results;
- iii. entail trading for a period of not less than twelve months;
- iv. not entail overlap of any period for which another trading plan is already in existence;
- v. set out either the value of trades to be effected or the number of relevant Securities of the Company to be traded along with the nature of the trade and the intervals at, or dates on which such trades shall be effected; and
- vi. not entail trading in Securities of the Company for market abuse.

Capitalised terms used and not defined herein shall have the same meaning as prescribed to it in the Code.

Yours faithfully,

\_\_\_\_\_  
Name:

Employee No.:

Designation:

Date:

Contact details:

Location:



**3i INFOTECH LIMITED**

**ANNEXURE II  
(See Clause 10.1)**

**APPLICATION FOR COMPANY PRE-CLEARANCE / OTHER PRE-CLEARANCE**

(Under 3i Infotech Code of Conduct for Prevention of Insider Trading & Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information)

To  
The Compliance Officer  
3i Infotech Limited

Dear Sir,

Pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the Company's Code of Conduct for Prevention of Insider Trading ("**Code**"), I seek approval for [purchase/sale/subscription/pledge or otherwise encumber] of [certain Securities of the Company / certain Securities other than Securities of the Company], [by myself / my Immediate Relative], as per the details given below:-

Sr. No.	Particulars	Details
1.	Name of the applicant	
2.	Designation	
3.	Nature of transaction	<i>[purchase/sale/subscription/pledge or otherwise encumber]</i>
4.	Description of securities proposed to be transacted ("Identified Securities")	
5.	Name of the company whose Identified Securities are proposed to be traded	
6.	Whether transaction by applicant / applicant's Immediate Relative (if Immediate Relative, provide necessary details of such immediate relative and relationship with the applicant) ("Trader")	
7.	Number of such Identified Securities held as on date of this application by the Trader	
8.	Number of such Identified Securities held as on date of this application by the applicant	
9.	Proposed date of trading in Identified Securities	
10.	Estimated number of Identified Securities to be dealt	
11.	Current market price (as on date of application)	



12.	Whether transaction is through the stock exchange or off-market trade	
13.	Folio no/ DP No/ Client ID No, where the securities would be credited/debited	
14.	Previous approval no. and date for purchase allotment (if any)	

My undertaking for the purpose of [Company Pre-clearance / Other Pre-clearance] is enclosed herewith. This is to request you to pre-clear the proposed trade.

Capitalised terms used and not defined herein shall have the same meaning as prescribed to it in the Code.

Yours faithfully,

\_\_\_\_\_  
Name:  
Employee No.:  
Designation:  
Date:  
Contact details:  
Location:

TO BE ACCOMPANIED WITH THE APPLICATION FOR PRE-CLEARANCE  
FORMAT OF UNDERTAKING/DECLARATION

To  
The Compliance Officer  
3i Infotech Limited

Dear Sir,

I, \_\_\_\_\_ of the Company residing at \_\_\_\_\_, on [my own behalf/ on behalf of <insert name of Immediate Relative>, my Immediate Relative], do hereby state as under, that:

- (a) I/we do not have any access nor have we received any “Unpublished Price Sensitive Information” of the company whose Securities are proposed to be traded (“**Identified Company**”), up to the time of signing of this undertaking (and such Unpublished Price Sensitive Information, “**Relevant UPSI**”)
- (b) In case I/we get access to or receive Relevant UPSI after the signing of this undertaking but before the execution of the transaction, I/we shall inform the Compliance Officer of the change in my/our position and will apply for \_\_\_\_\_ pre-clearance of the transaction afresh. Further specifically undertake that I / we would completely refrain from trading in the said Securities of the Identified Company till such time the fresh [Company Pre-clearance / Other Pre-clearance] is obtained (and in accordance with the terms thereof).



- (c) I/we has / have not executed a contra trade in last 6 months and shall not within 6 months execute a contra trade in next months. Should a contra trade be executed, inadvertently or otherwise, in violation of such a restriction, the profits from such trade shall be liable to be disgorged for remittance to SEBI for credit to the Investor Protection and Education Fund administered by SEBI under the SEBI Act, 1992. I / we have also not taken positions in derivative transactions in the Securities of the Company at any time.
- (d) I/we have not contravened the Company's Code of Conduct for Prevention of Insider Trading, as notified by the Company from time to time ("**Code**").
- (e) I am aware that, I shall be liable to face penal consequences set forth in the Code including disciplinary action under the Code, in case the above declarations are found to be misleading or incorrect at any time.
- (f) If approval is granted, I / we shall execute the trade within one week of the receipt of approval. In case of execution of trades pursuant to a Pre-Clearance, I shall report the details of the trades so executed, within [2 days] of executing the trade in the form as prescribed. In case trade is not executed within one week after the Pre-Clearance is given, then (i) I shall report the same (with necessary reasons) in the prescribed form, within [2 days] of expiry of the aforesaid one week period; and (b) I shall apply for fresh Pre-clearance of the transaction again.
- (g) I/we agree to comply with the provisions of the Code and provide any information relating to the trade as may be required by the Compliance Officer and permit the Company to disclose such detail to SEBI, if so required by SEBI.
- (h) I/we have made a full and true disclosure in the matter.

Capitalised terms used and not defined herein shall have the same meaning as prescribed to it in the Code.

Yours faithfully,

\_\_\_\_\_  
Name:  
Employee No.:  
Designation:  
Date:  
Contact details:  
Location:



**3i INFOTECH LIMITED**

**ANNEXURE III  
(See Clause 13.1)**

**FORMAT FOR DISCLOSURE w.r.t APPROVED TRADING PLAN TRADES**

(Under 3i Infotech Code of Conduct for Prevention of Insider Trading & Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information)

To  
The Compliance Officer  
3i Infotech Limited

Dear Sir,

I refer to the Approved Trading Plan as approved in your Approval letter No. \_\_\_\_\_ dated \_\_\_\_\_.

I hereby inform you that [I/ \_\_\_\_\_, my Immediate Relative] have /has not executed / decided to not execute a trade in accordance with the Approved Trading Plan. The reason for the same is as follows: *<insert reason>*

The deviations from the Approved Trading Plan is as follows: *<insert details>*.

I declare that the above information is correct.

Capitalised terms used and not defined herein shall have the same meaning as prescribed to it in the Code.

Yours faithfully,

\_\_\_\_\_  
Name:  
Employee No.:  
Designation:  
Date:  
Contact details:  
Location:



**3i INFOTECH LIMITED**

**ANNEXURE IV  
(See Clause 13.2)**

**FORMAT FOR DISCLOSURE w.r.t PRE-CLEARANCE RELATED TRADES**

(Under 3i Infotech Code of Conduct for Prevention of Insider Trading & Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information)

To  
The Compliance Officer  
3i Infotech Limited

Dear Sir,

I refer your Approval letter No. \_\_\_\_\_ dated \_\_\_\_\_, (“**Approval**”) whereby: pre-clearance was granted for the transaction relating to Securities of the [Company / *<insert name of the company in respect of whose securities the pre-clearance was obtained>*], (“**Approved Transaction**”).

I hereby inform you that [I / \_\_\_\_\_, my Immediate Relative]

- have /has not undertaken the Approved Transaction, and the one-week period from the date of the Approval has elapsed. The reason for the same is as follows: *<insert reason>*<sup>1</sup>

OR

- have /has decided to not undertake the Approved Transaction. The reason for the same is as follows: *<insert reason>*<sup>2</sup>

OR

- have / have undertaken the Approved Transaction, as mentioned below:<sup>3</sup>

Particulars	Details
Nature of transaction	
Date of transaction	
No of securities traded	
DP Id/ Client ID/ Folio No.	
Price	
Other particulars of the transaction	

<sup>1</sup> **Note to draft:** To be retained in case the Approved Transaction is not undertaken within the 1 week period from the pre-clearance approval date.

<sup>2</sup> **Note to draft:** To be retained in case the Specified Insider decides to not proceed with Approved Transaction (after obtaining the pre-clearance approval).

<sup>3</sup> **Note to draft:** To be retained in case the Approved Transaction has been undertaken within the 1 week period from the pre-clearance approval date.



In connection with the aforesaid transaction(s), I hereby undertake to preserve, for a period of 5 (Five) years and produce to the Compliance Officer/SEBI any of the following documents:

1. Broker's contract note
2. Proof of payment to/from brokers
3. Extract of bank passbook/statement (to be submitted in case of demat transactions).
4. Copy of Delivery instruction slip (applicable in case of sale transaction)

I declare that the above information is correct and that no provisions of the Company's Code of Conduct for Prevention of Insider Trading ("**Code**") and/or applicable laws/regulations have been contravened for effecting the above said transaction(s).

Capitalised terms used and not defined herein shall have the same meaning as prescribed to it in the Code.

Yours faithfully,

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Name:  
Employee No.:  
Designation:  
Date:  
Contact details:  
Location:





**3i INFOTECH LIMITED**

**ANNEXURE V  
(See Clause 14.5)**

**INITIAL DISCLOSURE FORMAT**

(Under 3i Infotech Code of Conduct for Prevention of Insider Trading & Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information)

Name of the company: \_\_\_\_\_

ISIN of the company: \_\_\_\_\_

**Details of Securities (other than derivatives) held by persons as mentioned in Clause 14.5(i)(1) of the Company's Code of Conduct for Prevention of Insider Trading, ("Code")**

Name, PAN No., CIN/DIN & address with contact nos.	Category of Person (Promoters/ KMP/ employee/ Directors/immediate relatives/others etc)	Date of appointment / date of becoming promoter / date of designation as Designated Person	Securities held at the time of appointment / becoming promoter / designation as Designated Person		% of Shareholding
			Type of Security (For eg. Shares, Warrants, Convertible Debentures etc.	No. of securities	
1	2	3	4	5	6

**Note:** "Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.



**Details of Open Interest (OI) in derivatives held by persons as mentioned in Clause 14.5(i)(1) of the Code**

OPEN INTEREST OF THE FUTURE CONTRACTS HELD AT THE TIME OF APPOINTMENT / BECOMING PROMOTER / DESIGNATION AS DESIGNATED PERSON			OPEN INTEREST OF THE OPTION CONTRACTS HELD AT THE TIME OF APPOINTMENT / BECOMING PROMOTER / DESIGNATION AS DESIGNATED PERSON		
Contract Specifications	Number of Units (contracts* lot size)	Notional value in rupee terms	Contract Specifications	Number of Units (contracts * lot size)	Notional value in rupee terms
7	8	9	10	11	12

**Note:** In case of Options, notional value shall be calculated based on premium plus strike price of options

\_\_\_\_\_  
Name:  
Employee No:  
Designation:  
Date:  
Contact details:  
Location:





**Note:** “Securities” shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.

**Details of trading in derivatives of the Company by persons as mentioned in Clause 14.5(i)(2) of the Code**

Trading in derivatives (specify type of contract, futures or options etc)						Exchange on which the trade was executed
		Buy	Sell			
Type of contract	Contract specifications	Notional value	Number of Units (contracts* lot size)	Notional value	Number of Units (contracts * lot size)	
15	16	17	18	19	20	21

**Note:** In case of Options, notional value shall be calculated based on Premium plus strike price of options.

\_\_\_\_\_  
 Name:  
 Employee No.:  
 Designation:  
 Date:  
 Contact details:  
 Location:





**B. Details of listed Securities held by my Dependants**

Name, PAN, DIN and address	DP ID and Client ID	Relationship with the Dependent	Company whose securities are held prior to acquisition/disposal		Securities acquired/disposed		Securities held after acquisition/disposal		Date of allotment or disposal of shares	Stock Exchange(s) on which listed
			Type of Security	Number	Type of Security	Number	Type of Security	Number		
1	2	3	4	5	6	7	8	9	10	11

I hereby acknowledge to have fully read and understood my obligation(s) under the Regulations and the Code and undertake to unconditionally abide by the same.

I further acknowledge that the responsibility of complying with the provisions of the Regulations and the Code shall be entirely on me including any violation by my Immediate Relatives.

Capitalised terms used and not defined herein shall have the same meaning as prescribed to it in the Code.

Yours faithfully,

\_\_\_\_\_  
 Name:  
 Employee No.:  
 Designation:  
 Date:  
 Contact details:  
 Location: