



EMS LIMITED

CIN: L45205DL2010PLC211609

Regd. Office: 701, DLF Tower A, Jasola, New Delhi, Delhi, India-110025

Phone: 0120-4235555, 4235559

CODE OF CONDUCT TO REGULATE, MONITOR AND REPORT TRADING BY INSIDERS

**CODE OF CONDUCT TO REGULATE, MONITOR AND REPORT TRADING BY
INSIDERS**

1. INTRODUCTION

- 1.1** The Code has been formulated pursuant to the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, and has been approved by the Board of Directors of **EMS Limited (the “Company”)**.
- 1.2** The Code is applicable to all Designated Persons (*defined below*) and Immediate Relatives (*defined below*) of Designated Persons.
- 1.3** The purpose of the Code is to maintain an ethical and transparent process while dealing in the Securities (*defined below*) of the Company by the persons specified above.

2. DEFINITIONS AND INTERPRETATIONS

- 2.1 Act:** Act means the Securities and Exchange Board of India Act, 1992;
- 2.2 Board or Board of Directors:** Board or Board of Directors means the board of directors of the Company;
- 2.3 Company:** Company means **EMS LIMITED**
- 2.4 Compliance Officer:** Compliance Officer means the Company Secretary of the Company or any other senior officer, designated so and reporting to the Board of Directors, who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under the SEBI Regulations and who shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of Unpublished Price Sensitive Information, monitoring of Trades and the implementation of this Code as required under the SEBI Regulations under the overall supervision of the Board of Directors;

Explanation – “financially literate” shall mean a person who has the ability to read and understand basic financial statements, i.e., balance sheet, profit and loss account, and statement of cash flows.

- 2.5 Code:** Code means this Code of Conduct to regulate, monitor and report Trading by Insiders and shall include modifications made thereto from time to time;
- 2.6 Connected Person:** Connected Person means

- (i) any person who is or has during the 6 (six) months prior to the concerned

act been associated with the company, directly or indirectly, in any capacity including by reason of frequent communication with its officers or by being in any contractual, fiduciary or employment relationship or by being a Director, officer or an Employee of the Company or holds any position including a professional or business relationship between himself and the company whether temporary or permanent, that allows such person, directly or indirectly, access to Unpublished Price Sensitive Information or is reasonably expected to allow such access.

- (ii) without prejudice to the generality of the foregoing, the persons falling within the following categories shall be deemed to be connected persons unless the contrary is established:
 - (a) an Immediate Relative of connected persons specified in clause (i); or
 - (b) a holding company or associate company or subsidiary company; or
 - (c) an intermediary as specified in section 12 of the Act or an employee or director thereof; or
 - (d) an investment company, trustee company, asset management company or an employee or director thereof; or
 - (e) an official of a stock exchange or of clearing house or corporation; or
 - (f) a member of board of trustees of a mutual fund or a member of the board of directors of the asset management company of a mutual fund or is an employee thereof; or
 - (g) a member of the board of directors or an employee, of a public financial institution as defined in section 2 (72) of the Companies Act, 2013; or
 - (h) an official or an employee of a self-regulatory organization recognized or authorized by the Board; or
 - (i) a banker of the company; or
 - (j) a concern, firm, trust, Hindu undivided family, company or association of persons wherein a director of a company or his immediate relative or banker of the company, has more than ten per cent. of the holding or interest;

2.7 Designated Person: Designated Person shall mean the following:

- (i) Directors of Company and its material subsidiaries;

- (ii) Promoters;
- (iii) Key Managerial Personnel;
- (iv) Employees in the grade of vice President/ Chief General Manager and above;
- (v) Employees of material subsidiaries of the Company designated on the basis of their functional role or access to Unpublished Price Sensitive Information in the organization by their board of directors;
- (vi) Employees upto two levels below chief executive officer of the Company and its material subsidiaries, irrespective of their functional role in the Company or ability to have access to Unpublished Price Sensitive Information;
- (vii) Any support staff of the Company such as IT staff or secretarial staff, legal staff, finance staff, strategy staff who have access to Unpublished Price Sensitive Information;
- (viii) Employees of the Company, on a case-to-case basis, who could be reasonably expected to have access to Unpublished Price Sensitive Information relating to the Company, to be decided by the Chairman/ Managing Director/ Whole-Time Director/ Compliance Officer/ Chief Financial Officer, on a case-to-case basis; and
- (ix) Such other persons, including persons in a contractual, fiduciary or advisory capacity with the Company, who may be designated as such from time to time, by the Chairman/Managing Director/Whole-Time Director/ Chief Financial Officer, in consultation with the Compliance Officer, for the purpose of this Code.

2.8 Director: Director means a member of the Board;

2.9 Employee: Employee means every employee of the Company including the Directors in the employment of the Company;

2.10 Generally Available Information: Generally Available Information means information that is accessible to the public on a non-discriminatory basis;

2.11 Immediate Relative: 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;

2.12 Insider: Insider means any person who is:

- (i) a Connected Person; or
- (ii) in possession of or having access to Unpublished Price Sensitive Information;

2.13 Key Managerial Personnel: Key Managerial Personnel means Managing Director, Whole-time Director, Group Chief Operating Officer, Chief Executive, Company Secretary, Chief Financial Officer and such other person who may be designated as Key Managerial Person under applicable law from time to time;

2.14 Leak of UPSI: Leak of UPSI shall refer to such act / circumstance(s) by virtue of which a UPSI is made available or becomes available, by any means or mode to any person, association, body, firm, agency, society, entity or to a group thereof, whether registered or otherwise before its official publication or announcement or formal circulation in the public domain and which shall also include any purported attempt thereof.

Explanation: It covers the instances where the UPSI has been shared by a person to any person, association, body, firm, agency, society, entity or to a group thereof except in compliance with applicable law.

2.15 Promoter: 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;

2.16 Promoter Group: Promoter Group 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;

2.17 SEBI: SEBI means Securities and Exchange Board of India

2.18 SEBI Regulations: SEBI Regulations means the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and any amendments thereto;

2.19 Securities: Securities shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 or any modification thereof except units of a mutual fund;

2.20 Takeover Regulations: Takeover Regulations means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, and any amendments thereto;

2.21 Trading: Trading means and includes subscribing, buying, selling, pledging dealing, or agreeing to subscribe, buy, sell, pledge, deal in any securities, and “Trade”, “Traded” shall be construed accordingly;

2.22 Trading Day: Trading Day means a day on which the recognized stock exchanges are open for trading;

2.23 Trading Window: Trading Window means a trading period for trading in the Securities of the Company as specified by the Company from time to time; and

2.24 Unpublished Price Sensitive Information or UPSI: Unpublished Price Sensitive Information means any information, relating to the Company or its Securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the Securities and shall, ordinarily including but not restricted to, information relating to the following:

- (i) financial results;
- (ii) dividends;
- (iii) change in capital structure;
- (iv) mergers, de-mergers, acquisitions, delisting, disposals and expansion of business and such other transactions; and
- (v) changes in key managerial personnel.

Words and expressions used and not defined in this Code, but defined in the Act, Regulations, the Securities Contract (Regulation) Act, 1956, the Depositories Act, 1996 or the Companies Act, 2013 and rules and regulations made thereunder shall have the meanings respectively assigned to them in such legislations.

3. COMPLIANCE OFFICER

3.1 Subject to the supervision of the Board of Directors, the Compliance Officer shall be responsible for:

- i. Setting forth policies, procedures, monitoring adherence to the Code and SEBI Regulations for the preservation of Unpublished Price Sensitive Information, approval and review of trading plans, pre-clearance of Trades and monitoring of Trades and implementation of this Code.
- ii. Assisting all Insiders, Designated Persons and Employees in addressing any clarifications regarding the SEBI Regulations and this Code.

- iii. Obtaining disclosures from Insiders and Designated Persons and giving information, in respect of the disclosures received, to all the stock exchanges where the Securities are listed, as applicable.
- iv. Maintaining and preserving all disclosures/ undertakings and applications made under this Code.
- v. Regulating and monitoring the Trading Window of the Securities of the Company.
- vi. Advising all Designated Persons not to trade in Securities of the Company when the Trading Window is closed.
- vii. Investigating any Employee in relation to the Trading of Securities and handling of Unpublished Price Sensitive Information of the Company.
- viii. Informing the stock exchange(s) where the concerned securities are traded in case it is observed that there has been a violation of this Code.

3.2 The Compliance Officer shall report to the Board of Directors and shall provide reports to the chairman of the Audit Committee at such frequency as may be stipulated by the Board of Directors, but not less than once in a year.

4. RESTRICTIONS ON COMMUNICATION OR PROCUREMENT OF UNPUBLISHED PRICE SENSITIVE INFORMATION

- 4.1** No Insider shall communicate, provide, or allow access to any Unpublished Price Sensitive Information, relating to the Company or Securities listed or proposed to be listed, to any person including other Insiders except where such communication is in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.
- 4.2** No person shall procure from or cause the communication by any Insider of Unpublished Price Sensitive Information, relating to the Company or Securities listed or proposed to be listed, except in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.

Explanation – The term “legitimate purpose” shall include but not be limited to sharing of unpublished price sensitive information in the ordinary course of business by an insider with its promoters, promoter group, holding companies, subsidiaries, associates, affiliates, joint ventures (collectively with the Company, “**Group Companies**”) arising out of the business requirements, including for the purposes of promoting the business of the Company, strategies of business, preservation of Company

value, statutory consolidation requirements, partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, insolvency professionals or other advisors or consultants of the Group Companies, provided that such sharing has not been carried out to evade or circumvent the prohibitions of this policy or the SEBI Regulations.

In the following cases (which are illustrative in nature), sharing of UPSI would be considered legitimate purpose:

- i. for investigation, inquiry or request for information by statutory or governmental authorities or any other administrative body recognized by law;

Illustrations (including but not limited to): Call for information or query received from the Ministry of Corporate Affairs, income tax authorities, Securities and Exchange Board of India, stock exchanges, Reserve Bank of India, etc.

- ii. under any proceedings or pursuant to any order of courts or tribunals;

Illustrations (including but not limited to): National Company Law Tribunal, National Company Law Appellate Tribunal, quasi-judicial authorities, courts, arbitration proceedings, etc.

- iii. as part of compliance with applicable laws, regulations, rules, directions and requirements;

Illustrations (including but not limited to): Companies Act, 2013, Securities and Exchange Board of India Act, 1992, Income Tax Act, 1961, and rules and regulations issued thereunder, etc.

- iv. undertaking any corporate actions in accordance with applicable laws, regulations, rules, directions and requirements;

- v. arising out of any contractual obligations or arrangements entered by the Company set forth in any contract, agreement, arrangement, settlement, understanding or undertaking;

Illustrations (including but not limited to): Due diligence for any kind of restructuring, mergers and acquisitions, delisting, disposals and expansion of business, joint venture agreements, share purchase agreements, preferential issuance, share subscription, etc.

- vi. arising out of the business requirements, including for the purposes of promoting business of the Company, strategies of business,

statutory consolidation requirements or related customary or contractual disclosure obligations which may require sharing of UPSI, whether pursuant to a contract or otherwise, with the holding company, subsidiaries, associates, joint ventures, and with the promoters, and the promoters in turn with their promoters, as well as by the promoters with their advisors, consultants, intermediaries, fiduciaries, etc., on a need to know basis.

Illustrations (including but not limited to):

- ii. sharing relevant UPSI for advice, consultation, valuation, fund raising or other intermediation and approvals in relation to the subject matter of a proposed deal/assignment/tie-up/venture/fund raising;
- iii. sharing relevant UPSI in relation to corporate actions such as dividend, bonus issue, buyback, etc. or in relation to changes in key managerial personnel;
- iv. sharing relevant UPSI with intermediaries, fiduciaries, merchant bankers, advisors, lawyers, bankers, consultants, valuers, rating
- v. agencies, auditors, income tax advisors, insolvency professionals, business support agents, transaction processing service providers in order to avail professional services from them;
- vi. sharing relevant UPSI for advice, consolidation, transactional support, intermediation and approvals on projects relating to enterprise transformation, strategy, change management, analytics, reorganization, operational improvement, technology and similar domains;
- vii. sharing relevant UPSI with business partners essential to fulfil the terms and conditions of business contact the client, vendor, collaborator or lender;
- viii. sharing relevant UPSI for advice, consultation, transaction support, intermediation and approvals in the process of evaluation of new products, business opportunities and new lines of business;
- ix. sharing relevant UPSI for statutory consolidation requirements or related customary disclosure obligations;

- x. sharing relevant UPSI with persons engaged or involved in the processes leading to disclosure of events set out in Schedule III to SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

In the event of any doubt as to the constitution of “legitimate purpose”, the decision of the Board of Directors of the Company shall be final and binding.

Any person in receipt of Unpublished Price Sensitive Information pursuant to a “legitimate purpose” shall be considered an “Insider” for purposes of this policy and due notice shall be given to such persons to maintain confidentiality of such Unpublished Price Sensitive Information in compliance with this policy.

- 4.3** Notwithstanding anything contained in this Code, any Unpublished Price Sensitive Information may be communicated, provided, allowed access to or procured, in connection with a transaction that would:
- i. entail an obligation to make an open offer under the Takeover Regulations where the Board of Directors are of the informed opinion that sharing of such information is in the best interests of the Company;
 - ii. not attract the obligation to make an open offer under the Takeover Regulations but where the Board of Directors are of the 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 Information at least 2 (two) Trading Days prior to the proposed transaction being effected in such form as the Board of Directors may determine to be adequate and fair to cover all relevant and material facts.
- 4.4** For purposes of sub-clause 4.3 above, the Board of Directors shall require the parties 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 sub-clause 4.3, and shall not otherwise Trade in Securities of the Company when in possession of Unpublished Price Sensitive Information.
- 4.5** The Board of Directors shall ensure that a structured digital database is maintained containing the nature of unpublished price sensitive information and the names of such persons who have shared the information and also the names of such persons with whom information is shared under the SEBI Regulations along with the Permanent Account Number or any other identifier authorized by law where Permanent

Account Number is not available. Such databases shall not be outsourced and shall be maintained internally with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the database.

- 4.6** The Board of Directors shall ensure that the structured digital database is preserved for a period of not less than eight years after completion of the relevant transactions and in the event of receipt of any information from the SEBI regarding any investigation or enforcement proceedings, the relevant information in the structured digital database shall be preserved till the completion of such proceedings.

5. RESTRICTION ON TRADING WHEN IN POSSESSION OF UNPUBLISHED PRICE SENSITIVE INFORMATION

- 5.1** Save as provided in this Code and the SEBI Regulations, no Insider shall Trade in Securities of the Company when in possession of Unpublished Price Sensitive Information.

Explanation: 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.

Provided that the Insider may prove his innocence by demonstrating any of the following circumstances including the following:

- i. That the transaction is an off-market inter-se transfer between Insiders who were in possession of the same Unpublished Price Sensitive Information without being in breach of clause 4 and both parties had made a conscious and informed Trade decision;

Provided that such Unpublished Price Sensitive Information was not obtained under Clause 4.3 of this Policy.

Provided further that such off-market Trades shall be reported by the Insiders to the Company within 2 (two) working days. The Company shall notify the particulars of such Trades to the stock exchange on which the Securities are listed within 2 (two) trading days from receipt of the disclosure or from becoming aware of such information.

- ii. the transaction was 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 above, and both parties had made a conscious and informed Trade decision;

Provided that such Unpublished Price Sensitive Information was not obtained by either person under Clause 4.3 of this Policy.

- iii. the transaction in question was carried out pursuant to a statutory or regulatory obligation to carry out a bona fide transaction.
- iv. the transaction 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.
- v. in the case of non-individual Insiders:
 - that 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
 - that appropriate and adequate arrangements were in place to ensure that the SEBI Regulations 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;
- vi. the Trades were pursuant to a trading plan as set out in this Code.

5.2 Insiders shall maintain the confidentiality of all Unpublished Price Sensitive Information. They shall, while in possession of any Unpublished Price Sensitive Information, neither Trade in the Securities of the Company on the basis of Unpublished Price Sensitive Information nor pass on such information to any person directly or indirectly by way of making a recommendation for Trading in Securities of the Company.

5.3 In the case of Connected Persons, the onus of establishing that they were not in possession of Unpublished Price Sensitive Information shall be on such Connected Persons.

6. PREVENTION OF MISUSE OF UNPUBLISHED PRICE SENSITIVE INFORMATION

A. TRADING PLAN

6.1 An Insider shall be entitled to formulate a trading plan and present it to the Compliance Officer for approval and public disclosure pursuant to

which Trades may be carried out on his behalf in accordance with such plan. The intimation on the formulation of the trading plan may be given to the Compliance Officer in the indicative format specified in **Annexure A** hereto. Upon approval of the trading plan, the Compliance Officer shall notify the plan to the stock exchanges on which the Securities are listed.

6.2 Such trading plan shall:

- i. not entail commencement of Trading on behalf of the Insider earlier than six months from the public disclosure of the trading 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. not entail Trading for a period of less than 12 (twelve) months;
- iv. not entail overlap of any period for which another trading plan is already in existence;
- v. either set out the value of trades to be effected or the number of Securities to be traded along with the nature of the trade and the intervals at, or dates on which such Trades shall be effected;
- vi. not entail Trading in securities for market abuse; and
- vii. mandatorily implement the plan without being entitled to either deviate from it or execute any Trade outside the scope of the trading plan. Thus, the trading plan, once published, shall be irrevocable. Provided that the Insider shall not commence Trading under the trading plan, if any UPSI in his possession at the time of formulation of the plan has not become Generally Available Information at the time of commencement of the implementation of the trading plan. In such cases, the Compliance Officer will confirm that the commencement ought to be deferred until such Unpublished Price Sensitive Information becomes Generally Available Information.

6.3 The Compliance Officer shall review the trading plan to assess whether the plan would have any potential for violation of the SEBI Regulation and/or 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.

B. TRADING WINDOW

- 6.4** All Designated Persons shall execute Trades in the Securities of the Company only in a valid trading period called Trading Window prescribed hereunder and shall not execute any Trade or deal in any transaction involving the purchase or sale of the Company's Securities in their own name or in the name of their Immediate Relatives during the period when the Trading Window is closed or any other period as may be specified by the Company from time to time.
- 6.5** The Trading Window for Trading in Securities of the Company shall be closed for the following purposes:
- (i) Declaration of financial results (quarterly and annual), standalone and consolidated, of the Company;
 - (ii) Intended declaration of dividends (both interim and final);
 - (iii) Issue of Securities by way of public, bonus, rights issue etc. or buy-back of Securities and changes in capital structure;
 - (iv) Change in Key Managerial Personnel;
 - (v) Mergers, demergers, amalgamations, acquisitions, delisting, disposals, expansion of business and such other transactions; and
 - (vi) Material events in accordance with the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- 6.6** In addition to the items specified above, the Trading Window shall also be closed when the Compliance Officer determines that a Designated Person or class of Designated Persons can reasonably be expected to have possession of Unpublished Price Sensitive Information. Such closure shall be imposed in relation to such Securities to which such Unpublished Price Sensitive Information relates.
- 6.7** *In case of declaration of financial results, the Trading Window shall be closed during the period beginning from the last day of any financial period for which results are required to be announced and ending 48 (forty-eight) hours after the public release of such results.*

In all other circumstances, the time for commencement of closing of Trading Window shall be as determined by the Compliance Officer in consultation with the Board of Directors.

The gap between the clearance of accounts by the Audit Committee and the Board meeting should be as narrow as possible and preferably on the same day to avoid leakage of material information.

- 6.8** The Compliance Officer after taking into account various factors including the Unpublished Price Sensitive Information in question becoming Generally Available Information and being capable of assimilation by the market, shall decide the timing for re-opening of the Trading Window, which however shall not in any event be earlier than 48 (forty-eight) hours after the information becoming Generally Available Information.
- 6.9** Trading Window may be closed by the Company during such time in addition to the above period, as may be deemed fit by the Compliance Officer.
- 6.10** The notice of closure of the Trading Window intimated to the stock exchanges, if any, wherever the Securities of the Company are listed.
- 6.11** The trading window restriction shall not apply for the below cases;
- i) Off-market inter-se transfer between insiders who were in possession of the same UPSI without violating the policy, and both parties had made a conscious and informed trade decision.
 - ii) transaction carried out through the block deal window mechanism between persons who were in possession of the UPSI without violating the policy, and both parties had made a conscious and informed trade decision
 - iii) transaction carried out pursuant to a statutory or regulatory obligation to carry out a bona fide transaction.
 - iv) transaction undertaken pursuant to the exercise of stock options in respect of which the exercise price was pre-determined in compliance with applicable regulations.
 - v) trades executed as per the trading plan set up in accordance with the policy.
 - vi) Pledge of shares for a bonafide purpose such as raising of funds, subject to pre-clearance by the compliance officer.

- vii) Transactions undertaken in accordance to respective regulations made by SEBI, such as acquisition by conversion of warrants or debentures, subscribing to rights issue, further public issue, preferential allotment or tendering of shares in a buy-back offer, open offer, delisting offer or transactions which are undertaken through such other mechanism as may be specified by the SEBI from time to time.

C. PRE-CLEARANCE OF TRADES

6.12 During a valid Trading Window, Trading by Designated Persons shall be subject to pre-clearance by the Compliance Officer, if the value of the proposed Trade is above the threshold limit specified in sub-clause 6.15 below.

6.13 Designated Persons intending to deal in the Securities of the Company upto the threshold limit specified in sub-clause 6.15 below, may do so without any pre-clearance from the Compliance Officer. In all other cases, they should pre-clear the transactions as per the pre-dealing procedure as provided hereinafter.

6.14 Procedure for Pre-Clearance of Trades

- (i) An application for pre-clearance of Trade shall be made to the Compliance Officer in the indicative format attached as **Annexure B** hereto, indicating the estimated number of Securities that the Designated Person making such application intends to deal in, the details as to the depository with which he/ she has a security account and such other details as may be required by the Compliance Officer in this regard.
- (ii) In case of the Compliance Officer intending to deal in the Securities of the Company beyond the threshold limit specified in sub-clause 6.14 below, the pre-clearance of the Managing Director, or in his absence, the Chairman of the Board, will have to be obtained.
- (iii) The indicative format of the undertaking as set out in **Annexure C** of this Code shall be executed in favour of the Company by such persons applying for pre-clearance.
- (iv) The Compliance Officer shall, on receiving an application, provide the Designated Persons with an acknowledgement on the duplicate of the application or in any electronic form.

- (v) The Compliance Officer shall grant approval, in the indicative format set out in **Annexure D**, within 2 (two) days from the date of acknowledgement.

In the following cases the Compliance Officer shall grant pre-clearance for any trade:

- a. Off-market inter-se transfer between insiders who were in possession of the same UPSI without violating the policy, and both parties had made a conscious and informed trade decision.
 - b. transaction carried out through the block deal window mechanism between persons who were in possession of the UPSI without violating the policy, and both parties had made a conscious and informed trade decision
 - c. transaction carried out pursuant to a statutory or regulatory obligation to carry out a bona fide transaction.
 - d. transaction undertaken pursuant to the exercise of stock options in respect of which the exercise price was pre-determined in compliance with applicable regulations.
 - e. Pledge of shares for a bonafide purpose such as raising of funds, subject to pre-clearance by the compliance officer.
 - f. Transactions undertaken in accordance to respective regulations made by SEBI, such as acquisition by conversion of warrants or debentures, subscribing to rights issue, further public issue, preferential allotment or tendering of shares in a buy-back offer, open offer, delisting offer or transactions which are undertaken through such other mechanism as may be specified by the SEBI from time to time.
 - g. Bonafide On-market trade, in compliance with the SEBI (PIT) Regulations, 2015 and this Code;
 - h. Any other bonafide cases, subject to the conditions, the proposed trade would be in compliance with the other applicable provisions of law.
- (vi) The Compliance Officer shall retain copies of all applications and acknowledgements either in physical or electronic mode.
- (vii) In exceptional circumstances consent may not be given if the Compliance Officer is of the opinion that the proposed deal is on the

basis of possession of any Unpublished Price Sensitive Information. There shall be no obligation to give reasons for any withholding of consent.

6.15 Threshold Limit for Pre-clearance: The pre-clearance shall not be necessary, if the value of the Securities Traded, whether in one transaction or a series of transactions over a calendar quarter, aggregates to a traded value not in excess of Rs. 10,00,000 (Indian Rupees Ten Lakh).

6.16 Validity of Pre-Clearance Period: Designated Persons shall complete execution of their pre-cleared Trades in respect of Securities of the Company no later than 7 (seven) Trading Days after the approval of pre-clearance is given, failing which fresh pre-clearance would be required for the Trades to be executed.

6.17 Reporting

Designated Persons executing pre-cleared Trades shall file within 2 (two) working days of the execution of the Trade, the details of such Trade, with the Compliance Officer in the indicative format set out in **Annexure E** of this Code. In the event such Trade is not executed, a report to that effect shall also be filed with the Compliance Officer also in the format set out in **Annexure E** of this Code.

6.18 Holding Period of Securities

- (i) All Designated Persons who are permitted to Trade shall not enter into a contra Trade during the next 6 months following the prior Trade.
- (ii) The Compliance Officer is empowered to grant relaxation from strict application of such restriction for contra trade, for reasons to be recorded in writing provided that such relaxation does not violate the SEBI (PIT) Regulations, 2015 or this Code.

In the following cases the Compliance Officer shall grant relaxation from application of restriction for contra-trade:

- a. Off-market inter-se transfer between insiders who were in possession of the same UPSI without violating the policy, and both parties had made a conscious and informed trade decision.
- b. transaction carried out through the block deal window mechanism between persons who were in possession of the UPSI without violating the policy, and both parties had made a conscious and informed trade decision

- c. transaction carried out pursuant to a statutory or regulatory obligation to carry out a bona fide transaction.
- d. Pledge of shares for a bonafide purpose such as raising of funds, subject to pre-clearance by the compliance officer.
- e. In the cases as mentioned at sub-clause (v) below.
- f. Any other bonafide cases, subject to the conditions, the proposed trade would be in compliance with the other applicable provisions of law.

The application for waiver shall be made in the indicative format prescribed in **Annexure F** hereto.

- (iii) In case a contra Trade is 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 Act.
- (iv) Clause 3 of Schedule B and Schedule C of the SEBI (PIT) Regulations, 2015, specifies designated persons and immediate relatives of designated persons in the organization shall be governed by an internal code of conduct governing dealing in securities. Hence, contra-trade restrictions (as mentioned in code of conduct) would be applicable to designated person and their immediate relatives collectively.
- (v) Provided that (i), (ii), (iii) and (iv) above shall not be applicable for Trades pursuant to;
 - a. Exercise of ESOPs/ Stock Options;
 - b. Any trading opted by a person under Trading Plan, to the extent and in the manner disclosed in such plan, save and except for pledging of securities.
 - c. Any acquisition of securities by way of Rights issue, Follow-on Public Offer (FPO), Offer for Sale (OFS), Bonus issue, Share Split, Merger/ Amalgamation, Demerger. Provided that the initial transaction of disposal was completed in accordance with PIT Regulations.
 - d. Any disposal of securities by way of Buy-back, Open offer, Exit-offer, Merger/ Amalgamation etc. Provided the initial transaction of acquisition was completed in accordance with PIT Regulations.

Explanation: If the initial transaction is an acquisition by way of Rights issue, Follow-on Public Offer (FPO), Offer for Sale (OFS), Bonus issue, Share Split, Merger/Amalgamation, Demerger, then subsequent disposal of securities within 6 months from the date of initial transaction would be considered as a contra trade. Similarly, if the securities are disposed through Buy-back or Open offer, then subsequent acquisition of securities within 6 months from the date of initial transaction would be considered as a contra trade. However, for the transactions involving merger/amalgamation, demerger, bonus and split, the period of 6 months shall be calculated as under:

- Merger/amalgamation – For securities received subsequent to a merger/amalgamation, period of 6 months is to be calculated from the date of acquisition of securities of the entity(ies), which were merged/amalgamated. However, if an unlisted entity gets merged/amalgamated with the listed entity, the employees of the unlisted entity who are now the Designated Persons of the listed entity as a result of merger/ amalgamation, the period of six (6) months for such Designated persons shall be counted from the first transaction in the entity, post-merger/ amalgamation.
- Demerger – For securities received subsequent to a demerger, period of 6 months is to be calculated from the date of acquisition of the securities of the entity, which was demerged.
- Bonus and share split – For securities received subsequent to bonus or share split, 6 months to be calculated from the date of acquisition of original securities, on which bonus/split shares were received.

7. PRESERVATION OF UNPUBLISHED PRICE SENSITIVE INFORMATION

- 7.1** Access to Unpublished Price Sensitive information shall be on a “need-to-know” basis, and no Unpublished Price Sensitive Information shall be communicated to any person except in furtherance of legitimate purposes, in the course of performance of duties or in discharge of legal obligations.
- 7.2** Files containing Unpublished Price Sensitive Information shall be kept secure. Computer files shall have adequate security of login and passwords, etc. Guidelines for maintenance of electronic records and systems may be prescribed by the Compliance Officer from time to time in consultation with the person in charge of the information technology function of the Company.

7.3 To prevent the misuse of UPSI, the Company adopts the “Chinese Wall” policy, which separates those areas of the Company which routinely have access to UPSI, considered – “inside areas” from those departments which deal with sale/ marketing or other departments providing support services, considered– “public areas”.

7.4 As per the said policy:

- (i) The Employees in the inside areas are not allowed to communicate any UPSI to anyone in the public areas.
- (ii) The Employees in the inside area may be physically separated from the Employees in the public area.
- (iii) Demarcation of the various departments as inside areas may be implemented by the Compliance Officer in consultation with the Board of Directors;
- (iv) The Employees within the inside area of the Chinese Walls have a responsibility to ensure the Chinese Wall is not breached deliberately or inadvertently. Known or suspected breaches of the Chinese Wall must be referred to the Compliance Officer immediately;
- (v) The establishment of the Chinese Wall is not intended to suggest that within inside areas material, Unpublished Price Sensitive Information can be circulated freely. Within inside areas, the need-to-know shall be in effect; and
- (vi) Only in exceptional circumstances, Employees from the public areas may be permitted to ‘cross the wall’ are brought ‘over the wall’ and provided UPSI on “need-to-know” basis under intimation to the Compliance Officer. In such cases, the Compliance Officer shall ensure that all necessary restrictions are imposed on such Employee(s) in relation to the protection of such Unpublished Price Sensitive Information.

8. DISCLOSURES

8.1 General provisions:

- (i) All public disclosures required to be made pursuant to the SEBI Regulations, and this Code shall be made in the formats specified in the SEBI Regulations and this Code.
- (ii) The disclosures to be made by any person under this Code shall include those relating to Trading by such person’s Immediate

Relatives, and by any other person for whom such person takes Trading decisions.

- (iii) 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 disclosure. Provided that Trading in derivatives of Securities is permitted by any law for the time being in force.

8.2 Disclosures by certain persons:

- (i) Initial Disclosures

Every person on appointment as a Director or Key Managerial Personnel of the Company or upon becoming a Promoter or member of Promoter Group shall disclose his holding of Securities of the Company as on the date of appointment or becoming a Promoter, to the Company within 7 (seven) days of such appointment or becoming a Promoter, in the format specified under Regulation 7(1)(b) of the SEBI (PIT) Regulations.

- (ii) Continual Disclosures

- (a) All Promoters, member of Promoter Group, Directors, and Designated Persons of the Company shall disclose to the Company the number of Securities acquired or disposed-off within 2 (two) Trading Days of such transaction, if the value of the Securities Traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of Rs. 10,00,000 (Indian Rupees Ten Lakh) or such other value as may be prescribed, in the format specified under Regulation 7(2) of the SEBI (PIT) Regulations.
- (b) The Company shall notify the particulars of such Trading to the stock exchange on which the Securities of the Company are listed within 2 (two) Trading Days from the receipt of such disclosure or becoming aware of such information.
- (c) The above disclosures shall be made in such form and such manner as may be specified by the SEBI from time to time.

It is hereby clarified that the disclosure of the incremental transactions after any continual disclosure made under this sub-clause shall be made when the transactions effected after the prior disclosure cross the threshold specified in this sub-clause above.

In terms of the SEBI Circular no. SEBI/HO/ISD/ISD/CIR/P/2021/617 dated August 13, 2021, it is clarified that for listed companies who have complied with requirements of the circular no. SEBI/HO/ISD/ISD/CIR/P/2020/168 dated September 09, 2020, the manual filing of disclosures as required under Regulation 7(2) (a) & (b) of SEBI (PIT) Regulations is no longer mandatory.

(iii) Disclosure by other Connected Persons

The Compliance Officer or the Company may, at its discretion require any other Connected Person or class of Connected Persons to make disclosures of his/its/their holdings and Trading in Securities of the Company in the format specified under Regulation 7(3) of the SEBI (PIT) Regulations, at such frequency as may be determined by the Compliance Officer in order to monitor compliance with the SEBI Regulations.

(iv) Annual Disclosures: Designated Persons shall furnish to the Compliance Officer the following:

Annual statement of all their holdings in Securities of the Company to be submitted within 30 days of the close of each financial year in the format specified in **Annexure G** hereto.

9. PRESERVATION OF DISCLOSURES

All undertakings, disclosures and applications made/submitted under these regulations shall be maintained by the Compliance Officer, for a minimum period of 8 (eight) years.

10. INSTITUTIONAL MECHANISM FOR PREVENTION OF INSIDER TRADING

10.1 The Chief Executive Officer or the Managing Director or such analogous person as determined by the Board shall put in place adequate and effective system of internal controls to ensure compliance with the requirements given in these Code and SEBI Regulations to prevent insider trading.

10.2 The internal controls shall include the following:

- (a) all Employees who have access to Unpublished Price Sensitive Information are identified as designated Person;
- (b) all the Unpublished Price Sensitive information shall be identified, and its confidentiality shall be maintained as per the requirements

of the SEBI Regulations;

- (c) adequate restrictions shall be placed on communication or procurement of Unpublished Price Sensitive Information as required by the SEBI Regulations;
- (d) lists of all Employees and other persons with whom Unpublished Price Sensitive Information is shared shall be maintained, and confidentiality agreements shall be signed or notice shall be served to all such Employees and persons;
- (e) all other relevant requirements specified under the SEBI Regulations shall be complied with; and
- (f) periodic process review to evaluate the effectiveness of such internal controls.

10.3 The Board of Directors shall ensure that the Chief Executive Officer or the Managing Director or such other analogous person ensures compliance with this Code.

10.4 The Audit Committee of the Company shall review compliance with the provisions of the SEBI Regulations at least once in a financial year and shall verify that the systems for internal control are adequate and are operating effectively.

10.5 The policy and procedure for inquiry in case of leak of unpublished price sensitive information or suspected leak of unpublished price sensitive information is enclosed as **Annexure H** and forms an integral part of this policy.

10.6 The Company shall have a whistle-blower policy and make Employees aware of such policy to enable Employees to report instances of leak of Unpublished Price Sensitive Information.

10.7 If an inquiry has been initiated by the Company in case of leak of Unpublished Price Sensitive Information or suspected leak of Unpublished Price Sensitive Information, the relevant intermediaries and fiduciaries shall co-operate with the Company in connection with such inquiry conducted by the Company.

10.8 Intermediary or fiduciary engaged by the Company shall put in place adequate and effective system of internal controls to ensure compliance with the requirements given in the SEBI Regulations to prevent insider trading.

- 10.9** The Company shall engage such Intermediary or Fiduciary who have formulated Code of Conducts as per required under SEBI (Prohibition of Insider Trading) Regulations, 2015 to govern trading in securities by their designated persons and for handling the UPSI in their organization.

11. COMPLIANCE WITH CODE OF CONDUCT

- 11.1** The Compliance Officer shall report a compliance status on this Code, at least once in a year, to the Audit Committee.

- 11.2** The Company is empowered to take appropriate action against any person who violates this Code. Such action may include wage freeze, suspension, ineligibility for future participation in employee stock option plan, recovery, etc.

- 11.3** When a person who has traded in securities has been in possession of UPSI, his trades would be presumed to have been motivated by the knowledge and awareness of such information in his possession. The onus is on the Insiders to prove that they are innocent.

11.4 Disclosure by Designated Persons

(a) One Time Disclosure

The Designated Person shall disclose the following information in **Annexure I**, one-time basis, to the Company within 15 (fifteen) days from the date on which this Code becomes effective:

- (i) his/her Phone, mobile and cell numbers;
- (ii) his/her Permanent Account Number or any other identifier authorized by law; and
- (iii) the names of educational institutions from which Designated Persons have graduated and names of their past employers.

(b) Annual disclosure and continual disclosure

The Designated Person shall disclose to the Company in **Annexure J** within [30 (thirty) days from the end of the financial year and on continual disclosure basis, as and when the information changes, within 7 (seven) days of such change:

- (i) name of Immediate Relatives;

- (ii) persons with whom such Designated Person(s) shares a material financial relationship;
- (iii) Permanent Account Number or any other identifier of (i) & (ii) authorized by law;
- (iv) phone, mobile and cell numbers of (i) and (ii).

Explanation – The term “material financial relationship” shall mean a relationship in which one person is a recipient of any kind of payment such as by way of a loan or gift from a Designated Person during the immediately preceding 12 (twelve) months, equivalent to at least 25% of the annual income of such Designated Person but shall exclude relationships in which the payment is based on arm’s length transactions.

11.5 The Managing Director or Chief Executive Officer of the Company, in consultation with the Compliance Officer, shall decide on how and when any person(s) should be brought ‘inside’ on any proposed or ongoing sensitive transaction(s). A person(s) shall be brought inside on any proposed or ongoing sensitive transaction(s) of the Company who may be existing or proposed partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, insolvency professionals or other advisors or consultants etc. for a legitimate purpose which shall include the following;

- (i) in the ordinary course of business.
- (ii) in furtherance of performance of duty(ies);
- (iii) for discharge of legal obligation(s).
- (iv) for any other genuine or reasonable purpose as may be determined by the Compliance Officer of the Company; and
- (v) for any other purpose as may be prescribed under the SEBI Regulations or any other law for the time being in force, in this regard, as may be amended from time to time.

11.6 Any person(s) who has/have been brought inside on any proposed and/or ongoing sensitive transaction(s) and in receipt of Unpublished Price Sensitive Information shall be considered an “Insider” for purposes of this Code, and due notice shall be given to such persons, in the format as set out in by the Compliance Officer from time to time in

consultation with the Managing Director and/or Chief Executive Officer of the Company:

- (i) To make aware such person that the information shared is or would be confidential;
- (ii) To instruct such person to maintain the confidentiality of such Unpublished Price Sensitive Information in compliance with SEBI Regulations; and
- (iii) To make aware to such person the duties and responsibilities attached to the receipt of such information and the liability attached to misuse or unwarranted use of such information.

11.7 The Board of Directors shall formulate, approve and implement a policy for determination of “legitimate purposes for sharing UPSI as a part of “Code of Fair Disclosure and Conduct”, which shall be in sync with SEBI Regulation.

11.8 Any violation under the Regulations and this Code will be reported by the Compliance Officer to Stock Exchange(s) where the concerned securities are traded, in the format as specified by SEBI vide Circular No. SEBI/HO/ISD/ISD/CIR/P/2020/135 dated July, 23, 2020, as amended from time to time.

12. AMENDMENTS AND MODIFICATIONS

The decision of the Board of Directors with regard to any or all matters relating to this Code shall be final and binding on all concerned. This Code shall be reviewed from time to time, and the Board of Directors shall have the power to modify, amend or replace this Code in part or full, as may be thought fit from time to time in their absolute discretion.

13. PENALTY FOR CONTRAVENTION

13.1 Any Designated Person or Insider who trades in Securities or communicates, provides or allows access to any information for Trading in Securities in contravention of the Code, shall be penalized, and appropriate action taken shall be taken against him/her by the Company basis his/ her seniority, number and nature of contraventions. The penalty imposed/action by the Company may include but shall not be restricted to:

1. Reprimanding of defaulting Designated Person/Insider;
2. Ban from engaging in any trade of the securities of the Company

(including the exercise of stock options);

3. Suspension from employment;
4. Ban from participating in all future employee stock option schemes, including lapse of all existing options;
5. No increment and/or bonus payment; and/or
6. Termination from employment;
7. Disgorgement of the gain accrued through the transactions in violation of the Code.

13.2 In addition to the action which may be taken by the Company, the persons violating the Regulations and/ or this Code shall also be subject to actions, under Section 15G of the Act pursuant to which they may be liable to penalty which shall not be less than Rs. 10,00,000 (Indian Rupees Ten Lakh) and which may extend to Rs. 25,00,00,000 (Indian Rupees Twenty-Five Crores) or 3 (three) times the amount of the profits made out of insider trading, whichever is higher; under Section 24 of the Act pursuant to which they may be liable to imprisonment for a term which may extend to 10 (ten) years and/or fine which may extend to Rs. 25,00,00,000 (Indian Rupees Twenty-Five Crores); and other applicable laws.

13.3 If it is observed by the Board that there has been violation of SEBI Regulations, it shall promptly inform the stock exchange(s) where the concerned securities are traded, in such form and such manner as may be specified by the SEBI from time to time.

13.4 Any amount collected under this clause shall be remitted to the SEBI for credit to the Investor Protection and Education Fund administered by the SEBI under the Act.

14. PROTECTION AGAINST RETALIATION AND VICTIMISATION

14.1 Any employee of the Company (regular or contractual) or a Director (collectively referred to as “**Informant**”) who may become privy to information relating to violation of insider trading laws that has occurred, is occurring or has a reasonable belief that it is about to occur may file a Voluntary Information Disclosure Form (“**VIDF**”) with SEBI disclosing the said information. The VIDF can be downloaded from <https://www.sebi.gov.in/>

14.2 The Company shall not, directly or indirectly, discharge, terminate,

demote, suspend, harass, threaten or discriminate against an Informant who files a VIDF, irrespective of whether the information is considered or rejected by SEBI or whether the Informant is eligible for a reward by reason of:

1. filing VIDF;
2. testifying in, participating in, or otherwise assisting or 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
3. breaching any confidentiality agreement or provisions of any terms and conditions of employment or engagement solely to prevent any employee from co-operating with SEBI in any manner.

14.3 It is hereby clarified that in furtherance of the objective of protection against retaliation and victimization, an employee (as defined in paragraph 14.2 above) will not be required to establish that:

- (i) SEBI has taken up any enforcement action in furtherance of the information provided by such employee; or
- (ii) the information provided fulfills the criteria of being considered as an original information as defined under the SEBI Regulations.

14.4 The Company shall not allow or tolerate any retaliation or use of any methods mentioned hereinabove by respective department head or any other person or group, directly or indirectly, against anyone who, in good faith, files VIDF or provides assistance to SEBI. If an Informant believes that he/ she has been subject to retaliation or victimization by his/ her employer, the Informant may approach the competent court or tribunal for appropriate relief.

15. AMENDMENTS TO THE POLICY

The Board of Directors can amend this Code, as per the requirements as deemed fit subject to the provisions of the SEBI (PIT) Regulations, 2015. Any or all provisions of this Code would be subject to revision/ amendment in accordance with the SEBI Regulations, Circulars and other applicable provisions, on the subject as may be issued, from time to time. All relaxation by SEBI and/ or Stock Exchange with regard to the compliance of the SEBI (PIT) Regulations, 2015 or any matter discussed in this Code, shall be applicable and this Code shall be construed and interpreted after considering any such relaxation.

ANNEXURE A

APPLICATION FOR ANNUAL TRADING PLAN

Date: _____

**To,
The Compliance Officer
EMS Limited**

Add: _____

Dear Sir/ Madam,

1. Name of the Applicant:
2. PAN of the Applicant:
3. No. of securities held in the Company as on date:
4. Approval sought for: Self [] Immediate Relative (IR) []
5. Trading plan belongs for a period of _____ months i.e. for a period commencing from _____ and ending on _____

6. Details of the proposed trade:

S. No.	Nature of transaction (Sale/Purchase)	Date of transaction/period/interval for transaction	Value of trade/No. of securities transacted	Conditions /Remarks

7. Undertaking:

- (a) I will not commence trading earlier than six months from the public disclosure of the plan.
- (b) I do not have overlapping trading plan for the same period.
- (c) In the event that I am in possession/knowledge of any information that is construed as “Unpublished Price Sensitive Information” as defined in the Policy, at the time of formulation and approval of this plan but which is not made public at the time of trading as per the approved time schedule in the said plan, I shall inform the Compliance Officer of the same and shall

completely refrain from dealing in

- (d) the securities of the Company until such information becomes public;
- (e) I have not contravened the provisions of the Insider Trading Policy as notified by the Company from time to time;
- (f) I have made full and true disclosure in the matter.
- (g) I undertake to abide by this trading plan once approved and shall furnish such declarations disclosures as may be deemed necessary by compliance officer for the monitoring of this plan.
- (h) I shall not use this trading plan as a tool for market abuse.

Signature
Name:

For use of Compliance Officer:

Application recd. date	Approval Date	Approval No.	Approval No. Compliance Officer's signature

Approval granted for Trading Plan for a period of ___ months commencing from _____ till _____

Notification to Stock Exchange: _____

Signature: _____

Compliance Officer

ANNEXURE B

FORMAT OF APPLICATION FOR OBTAINING PRE-CLEARANCE APPROVAL

Date: _____

To,
The Compliance Officer
EMS Limited

Add: _____

Dear Sir/ Madam,

I/ We, Designated Person(s) of EMS Limited intend to carry out transaction(s) in Securities of EMS LIMITED as per the details given below:

Name:

Department:

Permanent Account Number (PAN):

Details of proposed transaction:

S. No.	No. of Securities held (including by dependent family members) as on the date of application	Folio No./ DP ID & Client ID	Nature of trading	Estimated number of securities to be dealt	Estimated Value (Rs.)
1	2	3	4	5	5

In this connection I solemnly confirm and declare:

- (a) THAT I do not have access to nor do I have any information that could be construed as Unpublished Price Sensitive Information as defined in the Code upto the time of signing this undertaking;
- (b) THAT in case I have access to receive Unpublished Price Sensitive Information after the signing of the undertaking but before the execution of the transaction, I shall inform the Compliance Officer of any change in such position and that I shall completely refrain from dealing in the Securities of the Company till the time such information becomes public;

- (c) THAT I have not contravened the “Code of Conduct to Regulate, Monitor and Report Trading by Insiders” for prevention of insider trading as notified by the Company from time to time;
- (d) THAT I shall hold the Securities for a minimum period of 6 (six) months from the date of trade/that I have complied with the requirement of minimum holding period of six (6) months with respect to the securities sold (applicable only in respect of sale transaction).

I hereby solemnly declare that I have made full and true disclosure in this regard to the best of my knowledge and belief.

Pre-clearance may kindly be accorded in terms of the requirement of the ‘Code of Conduct to Regulate, Monitor and Report Trading by Insiders’, of the Company.

Yours faithfully,

Signature:

(Name of the Designated Person)

ANNEXURE C

UNDERTAKING TO BE ACCOMPANIED WITH THE APPLICATION FOR PRE-CLEARANCE

Date: _____

**To,
The Compliance Officer
EMS Limited**

Add: _____

Dear Sir/ Madam,

I, _____ (Designation) residing _____ at _____ [PAN: _____], am desirous of dealing in _____ shares of the Company as mentioned in my application dated _____ for pre-clearance of the transaction.

I further declare that I am not in possession of or otherwise privy to any Unpublished Price Sensitive Information (as defined in the Company's Code of Conduct for Prevention of Insider Trading (the Code) up to the time of signing this Undertaking.

In the event that I have access to or received any information that could be construed as "Unpublished Price Sensitive Information" as defined in the Code, after the signing of this undertaking but before executing the transaction for which approval is sought, I shall inform the Compliance Officer of the same and shall completely refrain from dealing in the Securities of the Company until such information becomes public.

I declare that I have not contravened the provisions of the Code as notified by the Company from time to time.

I undertake to submit the necessary report within 2 (two) days of execution of the transaction / a 'Nil' report if the transaction is not undertaken.

If approval is granted, I shall execute the deal within 7 (seven) trading days of the receipt of approval failing which I shall seek fresh pre-clearance.

I declare that I have made full and true disclosure in the matter.

Signature

Name:

ANNEXURE D

PRE-CLEARANCE ORDER/ APPROVAL

Date: _____

To,

Dear Sir/ Madam

With regard to your application dated _____ for pre clearance of trading in _____ number of equity shares of the Company (belonging to you/ your relative). You are hereby informed that your application is approved, and you may execute your trades within 7 trading days of this approval on or before the market closing hours on _____.

In case you fail to execute your trades within the above-mentioned time period, fresh pre - clearance approval would be needed for the trades to be executed.

Further, you shall update the details of the execution or non-execution of trades for which Pre-clearance approval has been received within 2 (two) trading days of the execution of the trade (in case of execution) and within 2 (two) trading days from the last date of execution (in case of non - execution).

Thanks & Regards,
For **EMS Limited**

Compliance Officer

ANNEXURE E

**FORMAT FOR DISCLOSURE OF TRANSACTIONS EXECUTED/NOT EXECUTED
AFTER OBTAINING PRE-CLEARANCE**

Date: _____

To,
The Compliance Officer
EMS Limited
Add: _____

Dear Sir/ Madam,

With reference _____ to trading approval granted by the _____ Company to me on _____, I hereby inform that I have bought/ sold/ subscribed for ___equity _____ shares of the Company- EMS Limited for Rs. _____ on _____.

In connection with the aforesaid transaction, please find enclosed copy of the following for your records:

Broker's contract note/Proof of payment to/from brokers/ Extract of bank passbook/statements (in case of demat transaction)/ Copy of Delivery instruction slips (applicable in case of sale transactions)

I hereby undertake to preserve the original copy of the above-mentioned document for a period of 8 years and produce to the Compliance Officer/Securities Exchange Board of India, if required in future.

OR

With reference _____ to trading approval granted by the _____ Company to me on _____, I hereby inform that I have not made any transaction as for which the pre-clearance was sought.

[delete, whichever is applicable]

Yours truly,

Name & Signature:

Designation:

ANNEXURE F

APPLICATION FOR WAIVER OF MINIMUM HOLDING PERIOD

Date: _____

To,
The Compliance Officer
EMS Limited
Add: _____

Dear Sir/ Madam,

Pursuant to SEBI (Prohibition of Insider Trading) Regulations, 2015 and EMS Limited Code of Conduct to Regulate, Monitor and Report Trading by Insiders, I, _____ (name and designation of the Designated Person) had _____ (provide the details of purchase/sale/subscribe for shares as the case may be) _____ (number of securities) of the Company on _____, after obtaining pre-clearance on _____.

The details of transaction executed were submitted on _____ (date) in format prescribed. I seek your approval to waive off the time restrictions and permit to execute a contra-trade for _____ (number of securities) of the Company due to _____ (valid reason(s) for executing contra trade).

I declare that I am not in possession of any Unpublished Price Sensitive Information (as defined under the Code of Conduct to Regulate, Monitor and Report Trading by Insiders) up to the date of this application.

I further declare that in case I have access to any Unpublished Price Sensitive Information after the signing of this application and before executing a contra-trade (if permitted), I shall:

- Promptly inform the Compliance Officer
- Refrain from trading in securities of the Company.

Yours truly,

Signature
Name:
Designation:

ANNEXURE G

**ANNUAL DISCLOSURE
Transactions by Designated Persons as identified by the Company**

Details of transactions executed during the Financial Year _____ in securities of the Company – EMS Limited

Date: _____

**To,
The Compliance Officer
EMS Limited**

Add: _____

Dear Sir/ Madam,

I _____ (name of the Designated Person) _____ (designation) of the Company residing at _____ (address of the Designated Person) hereby declare that -

The following is the consolidated statement of transactions made during the Financial Year _____.

Opening balance of securities of the Company held as on 01.04.20 _____	Purchase/Sale made during the year	Closing balance of securities of the Company held as on 31.03.20 _____

*I was holding(number of securities) securities of the Company on 01 April 20 (start of the financial year). However, I have not traded in securities of the Company during the Financial Year ended 31 March 20 (end of the financial year).

Signature

Name:

Designation:

* Please delete/modify as per the factual position

ANNEXURE H

POLICY AND PROCEDURE FOR INQUIRY IN CASE OF LEAK OF UNPUBLISHED PRICE SENSITIVE INFORMATION OR SUSPECTED LEAK OF UNPUBLISHED PRICE SENSITIVE INFORMATION

A. Preamble:

This Policy is framed with an aim to implement a structured procedure for investigation in case of leak or suspected Leak of UPSI.

B. Applicability:

This policy shall apply to all Insiders and any other persons as assigned by law from time to time.

C. Process of inquiry in case of Leak of UPSI or suspected Leak of UPSI

- i. Complaint (written or oral or electronic) regarding a leak or suspected Leak of UPSI may be received by the Company from the following sources:

Internal:

Whistle blower vide the whistle blower process as illustrated in the Company's Whistle blower Policy;

Any leak or suspected leak of UPSI detected through the internal controls implemented by the Company.

External:

Registrar and Share Transfer Agent, Depository, Stock Exchange, Regional Director, Registrar of Companies, regulatory / statutory authority or any other department of Central or State Government based on the complaint received from a whistleblower

(above shall be collectively referred to as "Complaint(s)")

- ii. The Chief Compliance Officer shall report the Complaint to the Audit Committee within a reasonable time from the date of receipt of the Complaint.
- iii. The Audit Committee shall review the Complaint and shall discuss with the Chief Compliance Officer and Company Secretary on potential next steps including but not limited to seek additional information to consider an investigation, disclosure requirements to the regulatory authorities, appointment of an investigation panel consisting of internal employees or external agencies. If the Complaint implicates the Chief Compliance Officer and/or Company Secretary, then they shall recuse themselves from the said inquiry process.

- iv. If the Audit Committee mandates an investigation, then the identified panel of investigators shall conduct the investigation into the Complaint(s) and present their findings to the Chief Compliance Officer. The executive summary of the investigation shall be reported to the Audit Committee by the Chief Compliance Officer.
 - v. Based on the update provided by the Chief Compliance Officer, the Audit Committee shall put forward its recommendation to the Board. The Board, on receipt of such recommendation and after due review/deliberations, shall decide on the next steps.
- D. The Board shall have the power to amend any of the provisions of this Policy, substitute any of the provisions with a new provision and also replace this Policy entirely with a new Policy.
- E. Any words used in this Policy but not defined herein shall have the same meaning as described to it in the Companies Act, 2013 or Rules made thereunder, Securities & Exchange Board of India Act or Rules and Regulations made thereunder, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, SEBI (Prohibition of Insider Trading) (Amendment) Regulations, 2018 or any other relevant legislation/law applicable to the Company, as amended from time to time.

ANNEXURE I

ONE TIME DISCLOSURE

Disclosure of information by Designated Persons

Date: _____

**To,
The Compliance Officer
EMS Limited**

Add: _____

Dear Sir/ Madam,

In compliance of clause 14 of the Schedule B of PIT Regulations and Clause 11 of the Code, the Details relating to the Designated Person is as below:

a)	Name of the person	
b)	Designation	
c)	Name of the organization and address	
d)	Permanent address	
e)	Current Personal address (if different from (d))	
f)	Permanent Account Number ("PAN") or any other identifier authorized by law where PAN is not available	
g)	Phone/ Mobile No.	
h)	DP ID & Client ID (All DematAccounts)	

i)	Name & address of the educational institutions of Graduation and above (including institutions of Post - Graduation / Professional/ Programmes/ Diploma, etc.)	
j)	Name and address of past Employers (including trainee)	

Signature
Name:

ANNEXURE J

ANNUAL/ CONTINUAL DISCLOSURE

Disclosure of information by Designated Persons

Details relating to immediate relatives*					
Sr. No.	Name of the Person	Relationship	PAN or any other identifier authorized by law where PAN is not available	Phone/ Mobile No.	DP ID & Client ID (All Demat Accounts)
1.					
2.					
3.					
4.					
5.					

* 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;

Details relating to Person with whom the designated person shares a Material Financial Relationship**				
Sr. No.	Name of the Person with whom the designated person shares a Material Financial Relationship	PAN or any other identifier authorized by law where PAN is not available	Phone/ Mobile No.	DP ID & Client ID (All Demat Accounts)

** The term “material financial relationship” shall mean a relationship in which one person is a recipient of any kind of payment such as by way of a loan or gift during the immediately preceding 12 (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.

I, _____, hereby consent to provide the aforesaid information under the Data Privacy Laws or any other laws, to the Company and also consent to such information being put on the Digital Database of the Company.

I, _____, hereby undertake that the aforementioned information provided by the undersigned above is true and to the best of the knowledge. The information is provided in compliance with Clause 11 of the Code and as per the Schedule B of the Regulations. The undersigned is being made aware that the above information will be kept strictly confidential and will not be shared except under the following circumstances.

- a. Under any proceedings or pursuant to any order of courts or tribunals;
- b. For investigation, inquiry or request for information by statutory or governmental authorities or any other administrative body recognized bylaw; and
- c. In compliance with applicable laws, regulations, rules and requirements;

Signature

Name: