



**CODE OF CONDUCT FOR REGULATING, MONITORING AND REPORTING OF  
TRADING BY DESIGNATED PERSONS AND IMMEDIATE RELATIVES OF  
DESIGNATED PERSONS**

**Version Control:**

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## 1. Objective

- a. Ensure adequate compliance with applicable securities laws;
- b. Describe the general standards and procedures to regulate Trading in Securities. While this policy and the Company's authorized employees may provide advice and guidance related to insider trading compliance, ultimate responsibility for compliance resides with the concerned Designated Person.

## 2. Definitions

For the purpose of this Code the following terms shall have the meanings assigned to them as hereunder

- a) "Act" means the Securities and Exchange Board of India Act, 1992.
- b) "Board" means the Board of Directors of the Company.
- c) "Code" shall mean this Code of Conduct for regulating, monitoring and reporting of trading by Designated Persons and immediate relatives of Designated Persons in the securities of QGO Finance Limited, as amended from time to time.
- d) "Company" or "QGO" means QGO Finance Limited.
- e) "Compliance Officer" means the ~~Compliance Officer~~ Company Secretary of the Company or any other senior officer who is so designated as the Compliance Officer by the Board of Directors of the Company. appointed pursuant to Clause 4 of this Code.
- e) "Connected Person" means:
  - f)
    - i. any person who is or has been, during the six months prior to the concerned act, associated with a company, in any capacity, directly or indirectly, 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, whether temporary or permanent, with the company, that allows such a person, directly or indirectly, access to unpublished  
i.

price sensitive information or is reasonably expected to allow such access. Any person who is or has during the six months prior to the concerned act been associated with a 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

ii.  
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 the Company or his immediate relative or banker of the Company, has more than ten per cent, of the holding or interest;

k. a firm or its partner or its employee in which a connected person specified in sub-clause (i) of clause (d) is also a partner; or

l. a person sharing household or residence with a connected person specified in sub-clause (i) of clause (d)

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Designated Persons(s)" shall mean:

- (i) Directors of the Company;
- (ii) Key Managerial Personnel of the Company;
- (iii) Employees in senior management;
- (iv) All Employees working in accounts, finance, secretarial, legal and IT department of the Company;
- (v) All Employees who are working for common interest of the promoter or promoter group;
- (vi) Executive Secretaries / Assistant to the Directors of the Company;
- (vii) Permanent invitee(s) to the Board and / or Committee Meetings of the Company;
- (viii) Promoters and member of the Promoter Group of the Company;
- (ix) Directors, CEO and senior management employees (two level below CEO) of holding and subsidiary company of the Company;
- (x) Such other persons as may be notified by the Compliance Officer from time to time who may be or may have possession of Unpublished Price Sensitive Information.

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h) "Digital Database" shall be a database maintained by the Compliance Officer containing information such as names, Permanent Account Numbers ("PANs") or any other identifier authorized by law where such PAN is not available, disclosures and other details of Designated Persons, Fiduciaries and Insiders who are in possession of or likely to have access to Unpublished Price Sensitive Information in accordance with this Code.;

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h)i)

Director" means a member of the Board of Directors of the Company;

i)i) "Employee" means every employee of the Company including the Directors in the employment of the Company;

j)k)

Fiduciary / Fiduciaries" shall mean professional firms such as auditors, accountancy firms, law firms, analysts, insolvency professional entities, consultants, banks etc., assisting or advising the Company at any point in time, for the purpose of the SEBI (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time and this Code.

k)l)

Generally available Information” means information that is accessible to the public on a non-discriminatory basis and shall not include unverified event or information reported in print or electronic media~~means information that is accessible to the public on a non-discriminatory basis;~~

l)m)

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;

m)n)

Insider” means any person who;

- i. A connected person; or
- ii. In possession of or having access to unpublished price sensitive information

n)o)

Key Managerial Person~~nel~~” means person as defined in Section 2(51) of the Companies Act, 2013;

o)p)

Legitimate Purpose” means and includes sharing of UPSI with any internal / external stakeholders in the course of business and as further set out in the Code;

q) "Promoter" shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 including any modification thereof;

(qha) "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;

~~(qhb)-b~~ “proposed to be listed” shall include securities of an unlisted company:

- (i) if such unlisted company has filed offer documents or other documents, as the case may be, with the Board, stock exchange(s) or registrar of companies in connection with the listing; or
- (ii) if such unlisted company is getting listed pursuant to any merger

or amalgamation and has filed a copy of such scheme of merger or amalgamation under the Companies Act,2013;

(q)h “relative” shall mean the following:

- (i) spouse of the person;
- (ii) parent of the person and parent of its spouse;
- (iii) sibling of the person and sibling of its spouse;
- (iv) child of the person and child of its spouse;
- (v) spouse of the person listed at sub-clause (iii); and
- (vi) spouse of the person listed at sub-clause (iv)

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q)r) “Regulations” shall mean the Securities & Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and any amendments thereto;

r)s) “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;

s)t) “Takeover regulations” means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and any amendments thereto;

t)u) “Trading” means and includes subscribing, redeeming, switching, buying, selling, dealing, or agreeing to subscribe, redeem, switch, buy, sell, in any securities, and "trade" shall be construed accordingly;

u)v) “Trading Day” means a day on which the recognized stock exchanges are open for trading;

v)w) “Unpublished Price Sensitive Information” or “UPSI” means any information, relating to a 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.

The following information shall be deemed to be UPSI;

- i. Financial results;
- ii. Dividends;
- iii. Change in capital structure; of the Company except pursuant to share based employee benefits scheme/ plan of the Company;
- iv. Mergers, de-mergers, de-listings; and
- v. Changes in key managerial personnel

**Interpretation of certain words and expressions :** However, certain information will be treated as Unpublished Price Sensitive Information based on the materiality of the information. The information shall be termed as material if the information fulfills any of the following criteria;

- ~~i. Quantitative criteria of determining materiality shall become applicable to an event / information;~~

~~Where the corresponding value involved or the corresponding estimated impact exceeds;~~

- ~~a. 20 % of the Profit after Tax; or~~
- ~~b. 15 % of the Turnover; or~~
- ~~c. 50 % of the net worth~~

~~The above threshold shall be determined on the basis of audited consolidated financial statements of the previous financial year.~~

- ~~ii. Subjective criteria of determining materiality shall become applicable to an event / information;~~

~~The omission of which is likely to result in—~~

- ~~a. A discontinuity of information already available publicly; or~~
- ~~b. Significant market reaction in the price of the securities of the Company, if the said omission came to public at a later date.~~

- ~~iii. In the opinion of Board of Directors of the Company, the information is considered as material information.~~

~~It should be understood that the determination of materiality should be a dynamic concept. It shall depend on the context of disclosures and may therefore be applied differently to different disclosures over time depending on the evolution of various factors involved. Also, care should be taken if the information is proprietary or confidential. Information shall be regarded as proprietary to the Company if disclosing it publicly would undermine its competitive position. Information shall be regarded as Confidential if there are obligations to other counterparty relationships binding the Company to~~

## **confidentiality**

Words and expressions used and not defined in these regulations but defined in the Securities and Exchange Board of India Act, 1992 (15 of 1992), the Securities Contracts (Regulation) Act, 1956 (42 of 1956), the Depositories Act, 1996 (22 of 1996) or the Companies Act, 2013 (18 of 2013) and rules and regulations made thereunder shall have the meanings respectively assigned to them in those legislation.

### **3.1.Purpose of the Code:**

This self-regulated Code is designed to maintain the highest ethical standards of dealing in securities of the Company by persons to whom it is applicable. The provisions of the Code are designed to regulate, monitor and report trades by Designated Person or their immediate relatives in QGO Securities.

### **4.2.Compliance Officer:**

“**Compliance Officer**” shall mean the Company Secretary of QGO or such other person as may be designated by the Board of Directors to act as Compliance officer for the purpose of the Regulations and this Code.

The Managing Director shall nominate any other person in the Company to act as Compliance Officer for the purpose of this Code during the absence of the Company Secretary.

### **Role of Compliance Officer :-**

- a. The Compliance Officer shall report on insider trading to the Board of Directors of the Company and in particular, shall provide reports to the Chairman of the Audit Committee, if any, or to the Chairman of the Board of Directors at such frequency as may be stipulated by the Board of Directors.
- b. The Compliance Officer shall assist all employees in addressing any clarifications regarding the Securities & Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the Company’s Code of Conduct.

### **Duties of Compliance Officer :-**

- i. He/She shall set forth the policies, procedures, monitor and ensure adherence to the



rules for the preservation of UPSI, pre-clear the trades in the Securities of the Company of the Designated Persons and their Immediate Relatives, monitoring of their trades and maintenance of records of such trades.

ii. He/She may specify 'Trading Window Closure Period' (as described in this Code) from time to time and make an announcement thereof to the stock exchanges on which the Securities of the Company are listed.

iii. He/She shall report to the Board of Directors of the Company, on a quarterly basis, the details of the Trading in the Securities of the Company by Designated Persons and their Immediate Relatives, in one transaction or series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees or such other value as may be determined from time to time.

Reports, as prescribed under the PIT Regulations, shall be provided once in year, to the Chairperson of the Audit Committee or the Chairperson of the Board.

iv. He/She shall ensure that Trading Window Closure Period is promptly intimated to the Designated Persons through the mechanism of adding the Securities of the Company to the 'Restricted List'.

v. He/She shall assist the Designated Persons in addressing any clarifications regarding the PIT Regulations and this Code.

vi. He/She shall seek declarations from the applicant that he/she is not in possession of UPSI, prior to approving any trades. He/She shall also have regard to whether any such declaration is reasonably capable of being inaccurate.

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### **5.3.Preservation of "Unpublished Price Sensitive Information":**

- a. All information shall be handled within the Company 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.

Explanation: "need to know" basis means that Unpublished Price Sensitive Information should be disclosed only to those within the Company who need the information to discharge their duty or legal obligations or legitimate purpose and whose possession of such information will not give rise to a conflict of interest or appearance of misuse of the information

- b. All non-public information directly received by any employee should immediately be

reported to the Compliance Officer.

- c. Files containing confidential information shall be kept secure. Computer files must have adequate security of login and password etc.
- d. Gap between clearance of accounts by audit committee and Board Meeting should be as narrow as possible and preferably on the same day.
- e. Unpublished price sensitive information may be communicated, provided, allowed access to or procured, in connection with a transaction which entails:
  - an obligation to make an open offer under the takeover regulations where the Board of Directors of the listed Company is of informed opinion that ~~the proposed transactions~~sharing of such information is in ~~the~~ best interests of the Company; or
  - not attracting the obligation to make an open offer under the takeover regulations but where the Board of Directors of the listed Company is of informed opinion that ~~the proposed transactions~~sharing of such information is in ~~the~~ best interests of the Company and the information that constitute unpublished price sensitive information is disseminated to be made generally available at least 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.

However, 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 limited purpose and shall not otherwise trade in securities of the Company when in possession of unpublished price sensitive information.

- f. Sharing of UPSI for Legitimate Purpose;

No Insider shall communicate, provide, or allow access or procure from or cause communication by any insider regarding any UPSI, relating to the Company or securities, to any person including other insiders except where such communication is in furtherance of legitimate purposes, performance of duties or discharge of legal obligations provided that such sharing has not been carried out to evade or circumvent the prohibitions of these regulations

- g. Roles and Responsibilities of NODAL Officer;

The NODAL Officer will be Managing Director or Chief Executive Officer or Chief Financial Officer of the Company for UPSI, who inter-alia shall be responsible for;

- a)(a) \_\_\_\_\_ T  
o share UPSI for legitimate purpose and on need to know basis;
- b)(b) \_\_\_\_\_ T  
o ensure Compliance with the Insider Trading Policy;
- c)(c) \_\_\_\_\_ T  
o make entries in the digital Data base;
- d)(d) \_\_\_\_\_ T  
o ensure the confidentiality of the UPSI;
- e)(e) \_\_\_\_\_ T  
o consider Measures adopted for maintaining the confidentiality of UPSI;
- f)(f) To review on quarterly basis effectiveness of internal controls from time to time and report to the Audit Committee;
- g) To execute agreements to contract confidentiality and non-disclosure obligations

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#### h. Digital Data base;

The NODAL Officer shall also be responsible to maintain a structured digital database of such person or entities as the case may be with whom the UPSI is shared under this regulation, which shall contain the following information.

- a) Name of such recipient of UPSI.
- b) Name of the Organization or entity with whom the recipient represent.
- c) Postal Address and E-mail ID of such recipient.
- d) Permanent Account Number (PAN) or any other identifier authorized by law, if PAN is not available.
- e) Legitimate Purpose for communication of UPSI.
- f) Such other details and information as may be considered necessary by the Nodal Officer or as may be prescribed under the Regulations from time to time.

#### 4. Trading Plan:

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- a. ~~A Designated Person or A~~an Insider shall be entitled to formulate a trading plan for dealing in securities of the Company 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.
- b. Trading Plan shall:
  - (i) ~~not~~ entail commencement of trading on behalf of the insider earlier than ~~six~~

~~months~~120 calendar days from the public disclosure of the plan;

~~(ii)(i) 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 issuer of the securities 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)(ii)~~ \_\_\_\_\_n  
ot entail overlap of any period for which another trading plan is already in existence;

~~(iii) set out either 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; and~~Set out following parameters for each trade to be executed:

(i) either the value of trade to be effected or the number of securities to be traded;

(ii) nature of the trade;

(iii) either specific date or time period not exceeding five consecutive trading days;

(iv) price limit, that is an upper price limit for a buy trade and a lower price limit for a sell trade, subject to the range as specified below:

(a.) for a buy trade: the upper price limit shall be between the closing price on the day before submission of the trading plan and upto twenty per cent higher than such closing price;

~~(v)~~

(b.) for a sell trade: the lower price limit shall be between the closing price on the day before submission of the trading plan and upto twenty per cent lower than such closing price.

~~(vi)(iv)~~ \_\_\_\_\_N  
ot entail trading in securities for market abuse.

c. The Compliance Officer shall consider the Trading Plan made as above and shall approve it forthwith. However, he shall be entitled to take express undertakings as may be necessary to enable such assessment and to approve and monitor the implementation of the plan as per provisions of the Regulations.

Provided that pre-clearance of trades shall not be required for a trade executed as per an approved trading plan.

e:

rovided further that trading window norms shall not be applicable for trades carried out in accordance with an approved trading plan.

The Trading Plan once approved shall be irrevocable and the Insider shall mandatorily have to implement the plan, without being entitled to ~~either deviate~~

~~from it or to~~ execute any trade in the securities outside the scope of the trading plan or to deviate from it except due to permanent incapacity or bankruptcy or operation of law.

However, the implementation of the trading plan shall not be commenced, if at the time of formulation of the plan, the Insider is in possession of any unpublished price sensitive information and the said information has not become generally available at the time of the commencement of implementation. ~~The commencement of the Plan shall be deferred until such unpublished price sensitive information becomes generally available information. Further, the Insider shall also not be allowed to dealing in securities of the Company, if the date of trading in securities of the Company, as per the approved Trading Plan, coincides with the date of closure of Trading Window announced by the Compliance Officer.~~

Provided further that if the insider has set a price limit for a trade under sub-clause (iv) of clause (v) of sub-regulation 2, the insider shall execute the trade only if the execution price of the security is within such limit. If price of the security is outside the price limit set by the insider, the trade shall not be executed

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~~re-clearance of trades shall not be required for a trade executed as per an approved trading plan.~~

e.d. \_\_\_\_\_ T  
he trading window norms ~~and restrictions on contra trade~~ shall not be applicable for trades carried out in accordance with an approved trading plan.

f.e. The compliance officer shall approve or reject the trading plan within two trading days of receipt of the trading plan and notify the approved plan to the stock exchanges on which the securities are listed, on the day of approval  
~~Upon approval of the trading plan, the compliance officer shall notify the plan to the stock exchanges on which the securities are listed.~~

## **7.5.Trading Window and Window Closure:**

The trading period, i.e. the trading period of the stock exchanges, called “trading window”, is available for trading in the Company’s securities.

- a. All Designated Persons / their Immediate Relatives shall be subject to the trading restrictions as enumerated below;

1. The Designated Person and their immediate relatives are allowed to trade in the shares of the Company only during specific trading period called "Trading Window" to be specified by the Company.
2. All Designated Persons and their immediate relatives shall not trade in the securities of the Company when the trading window is closed. It is the duty of the Designated Persons to inform the Immediate Relatives about the closure of trading window, as and when communicated by the Company and ensure that they do not deal in the Securities of the Company.
3. The Trading Window shall be closed during the time the information mentioned hereunder is unpublished;
  - i. Declaration of Financial Results (quarterly, half yearly and annual)
  - ii. Declaration of dividends (interim and final)
  - iii. Change in capital structure
  - iv. Mergers, de-mergers, de-listings;
  - v. Changes in key managerial personnel;
  - vi. Such other information as may be specified by the Compliance Officer in consultation with the Managing Director/ Chief Executive Officer for the purpose.
4. In respect of declaration of financial results, the Trading Window shall remain closed from the day when notice convening the Board Meeting/Committee Meeting to consider and approve the financial results of the quarter, half-year or financial year, as the case may be is given to the Stock Exchanges and till 48 hours after the results are communicated to the Stock Exchanges after the date of the meeting.
5. Similarly, in respect of events mentioned in clause (b) to (c), the Trading Window shall remain closed from the day when notice convening the Board Meeting/Committee Meeting to consider and approve the concerned event, as the case may be is given to the Stock Exchanges and till 48 hours after the outcome of the Meeting is communicated to the Stock Exchanges after the date of the meeting.
6. Trading Window for the events mentioned in clause (d) to (f) will be closed for such Designated Persons who at the time of closure of trading window possess or hold any UPSI.
7. The Trading Window shall be opened 48 hours after the information referred above is made public by intimation to the Stock Exchange.
8. All Designated Persons shall conduct all their dealing in the securities of the

Company only in a valid trading window and shall not deal in any transaction involving the purchase or sale of the Company's securities during the periods when the trading window is closed, or during any other period as may be specified by the Company from time to time.

9. In case of ESOPs, exercise of option may be allowed in the period when the trading window is closed. However, sale of shares allotted on exercise of ESOPs shall not be allowed when trading is closed.
- b. The Compliance Officer after taking into account various factors including the unpublished price sensitive information in question becoming generally available and being capable of assimilation by the market, shall decide the timing for re-opening of the trading window, however in any event it shall not be earlier than forty-eight hours after the information becomes generally available.
- c. The trading window shall also be applicable to any person having contractual or fiduciary relation with the Company, such as auditors, accountancy firms, law firms, analysts, consultants etc., assisting or advising the Company.

#### **8.6.Pre-clearance of trades**

- a. All Designated Persons or their immediate relatives who intend to trade in QGO Securities shall apply for pre-clearance of the transactions, by making an application as per prescribed form and undertaking set out in **Annexure - 1 and Annexure - 2**, to the Compliance Officer if the value of the proposed trades exceeds Rs. 10,00,000/- (Rupees Ten lakhs) in a calendar quarter, in a single transaction or in multiple transactions or such other value as may be specified by the Board of Directors from time to time.

However, no designated person shall be entitled to apply for pre-clearance of any proposed trade if such designated person is in possession of unpublished price sensitive information even if the trading window is not closed and hence, he shall not be allowed to trade.

- b. The Compliance Officer shall either clear the requested trade or decline to clear the requested trade within three (3) Working Days from the receipt of the application (duly completed in all respects) as per the prescribed form set out in **Annexure - 3**. In case the Compliance Officer declines to clear the requested deal, he shall assign reasons in writing for doing so. If the Designated Person doesn't receive any response from the Compliance Officer within the aforesaid period of three (3) Working Days, the requested deal can be deemed to have been cleared by the Compliance Officer.
- c. Prior to approving any trades, 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.

- d. In case the Compliance Officer or any of his / her Immediate Relatives intend to trade in QGO Securities, the Compliance Officer shall apply for pre clearance for such trade as per the prescribed form set out in **Annexure - 1** to the Managing Director or of the Company who would consider the application (duly completed in all respect) within three (3) Working days as aforesaid. The remaining provisions of this clause, as applicable to Designated Persons, would also apply to the Compliance Officer.

#### **9.7. Other Restrictions:**

- a. The Designated Persons shall execute their order of QGO Securities within seven trading days after the approval of pre-clearance is given, failing which fresh pre-clearance would be needed for the trades to be executed.
- b. The Designated Person shall not execute/deal in a contra trade for any number of QGO securities for a period of 6 months from the execution of the last trade in QGO securities. However, this shall not be applicable for trades pursuant to exercise of stock options.

Explanation: Contra trade means: In case the Designated Person pre-clears for buying shares of the Company, he cannot enter into a sale of securities of the Company for a period of 6 months from the date of execution of buy order and vice-versa.

- c. The Compliance officer (in consultation with the Managing Director on a case to case basis) may waive the trade of securities, in case it is necessitated due to personal emergency before the six months period mentioned above, for reasons to be recorded in writing provided that such relaxation does not violate these Regulations.
- d. The Designated Person shall apply in **Annexure - 6** to the Compliance Officer. The Compliance Officer may take necessary undertakings and declarations and seek appropriate information as he deems necessary from the designated person before granting the relaxation.
- e. Notwithstanding anything above, if a contra trade is executed inadvertently or otherwise in violation of this code, the profits therefrom must be disgorged for remittance to SEBI for credit to the Investor Protection and Education Fund administered by SEBI.

#### **10.8.**

#### **rotection against retaliation and Victimization:\***



Employees shall be protected against any discharge, termination, demotion, suspension, threats, harassment, directly or indirectly or discrimination who files a Voluntary Information Disclosure Form, irrespective of whether the information is considered or rejected by the Board or he or she is eligible for a Reward under these regulations, by reason of:

- a. Filing a Voluntary Information Disclosure Form under these regulations;
- b. Testifying in, participating in, or otherwise assisting or aiding the Board 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 the Board; or
- ~~e.~~ Breaching any confidentiality agreement or provisions of any terms and conditions of employment or engagement solely to prevent any employee from cooperating with the Board in any manner
- c. , p Provided that such protection shall not be available for any employee who files or threatens to file Voluntary Information Disclosure with
  - a. Mala-fide intention; or
  - b. Motive to harass the Company
  - c. Motive to extort money from the Company

**Explanation -** For the above purpose, “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.

#### **11.9. Disclosure under this code and the Regulations**

- a. Designated Persons shall be required to disclose names and Permanent Account Number or any other identifier authorized by law of the following persons to the company on an annual basis and as and when the information change:
  - 1. Immediate relatives;
  - 2. Persons with whom such designated person(s) shares a material financial relationship;
  - 3. Phone, mobile and cell numbers which are used by them.

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.

**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 during the immediately preceding twelve months, equivalent to at least 25% of of the annual income of such designated person ~~such payer’s annual income~~ but

shall exclude relationships in which the payment is based on arm's length transactions.

Listed entities shall have a ~~process for~~process for how and when people are brought 'inside' on sensitive transactions. Individuals should be made aware of the duties and responsibilities attached to the receipt of Inside Information, and the liability that attaches to misuse or unwarranted use of such information

### **Initial Disclosure**

- a. ~~Every promoter, key managerial personnel and director of the Company, within thirty days of these regulations taking effect, shall forward to the Company the details of all holdings in securities of the QGO presently held by them including the statement of holdings of dependent family members in the prescribed Form Annexure – 5.~~

Every person on appointment as a key managerial personnel or a director of the company or upon becoming a promoter or member of the 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 seven days of such appointment or becoming a promoter.~~Every person on appointment as key managerial personnel or a director of the Company or upon becoming a promoter shall disclose his holding of securities of the QGO as on the date of appointment or becoming a promoter, to the Company within seven days of such appointment or becoming a promoter.~~

### **Continual Disclosure**

- a. Every promoter, member of the promoter group, designated person and director of every company shall disclose to the company the number of such securities acquired or disposed of within 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 ten lakh rupees or such other value as may be specified.~~Every promoter, designated person and director of the Company shall disclose to the Company the number of such securities acquired or disposed of within 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. Ten lakhs and for which pre-clearance has been obtained.~~

- ~~b. Qgo Finance Limited shall notify the particulars of such trading to the stock exchange on which the securities are listed within two trading days of receipt of the disclosure or from becoming aware of such information. The disclosure shall be made within 2 working days of:~~
- ~~(a) the receipt of intimation of allotment of shares, or~~
  - ~~(b) the acquisition or sale of shares or voting rights, as the case may be~~

~~Within 2 days of the receipt of intimation under Clause b, the Compliance Officer shall disclose to all Stock Exchanges on which the Company is listed, the information received.~~

- ~~c. The above disclosures shall be made in such form and such manner as may be specified by the Board from time to time~~

**Ad-hoc Disclosure:**

- a. The Company may at its own discretion require any other connected persons or class of connected persons to make disclosures of holdings and trading in securities of the Company in such Form and at such frequency as may be determined by the Company to monitor compliance with this Code and the Regulations.
- b. The Designated Person who is leaving the organization will be required to execute the undertaking as provided in **Annexure - 7**.

The disclosures made hereunder shall be maintained by the Company, for a minimum period of five years, in such form as may be specified.

**12.10. Reports**

The following persons shall report to specified authorities at the frequencies stated below:

| Authority | Role/ Responsibility          | Reporting authority/ person | Frequency |
|-----------|-------------------------------|-----------------------------|-----------|
|           | Results of Enquiries of Leak/ | Enquiry Officer             | Quarterly |

|                    |  |   |          |
|--------------------|--|---|----------|
| Board of Directors | Suspected Leak of UPSI   |   |          |
|                    | Compliance of the Regulations  | Audit Committee   | Annually |
|                    | Compliance with the requirements of maintenance of Digital database          | Nodal officer   | Annually |
| Audit Committee    | Adequacy and Effectiveness of Internal Control Compliance of the Regulations | External Auditor appointed by the Compliance Officer under the supervision of the Audit Committee | Annually |

To this purpose the Reporting authority/ person is authorized to seek such additional information from the Designated Persons, Nodal Officers and Insiders as may be required to submit its report to respective authorities.

#### **13.11. Penalty for contravention of the code of conduct**

- Any Designated Persons who trades in securities or communicates any information for trading in securities, in contravention of this code may be penalized and appropriate action may be taken by the Company against such person.
- Designated persons who violate the provisions of this Code shall also be subject to disciplinary action by the Company, which would be determined by the Managing Director, based on the recommendations of the committee to be set up for this purpose. The penalty may include wage freeze, suspension, recovery, claw back, etc.
- The action taken by the Company shall not preclude SEBI from taking any action in case of violation of the Insider trading Regulations.
- Any amount collected by the Company under this clause shall be remitted to SEBI for credit to the Investor Protection and Education Fund administered by the SEBI under the SEBI Act.

#### **14.12. Information to SEBI**

In case, it is observed by the Compliance Officer that there has been a violation of the SEBI (Prohibition of Insider Trading) Regulations, 2015 then on behalf of the Company, the Compliance Officer in consultation with and based on the advice of NODAL Officer, Audit Committee and the Board of Directors of the Company, will intimate the SEBI about such violation at the earliest.

#### **15.13. Document Control**

This policy was adopted via Circular resolution passed by the Board on 29<sup>th</sup> March 2019  
This Policy was reviewed & amended in the Board Meeting held on 17<sup>th</sup> January 2020

**\*Inserted vide Board Resolution dated 17<sup>th</sup> January, 2020.**

## Annexure – 1

### SPECIMEN OF APPLICATION FOR PRE-DEALING APPROVAL

Date:

To,  
The Compliance Officer,  
QGO Finance Limited,  
Mumbai.

Dear Sir/Madam,

#### **Application for Pre-dealing approval in securities of the Company**

Pursuant to the SEBI (prohibition of Insider Trading) Regulations, 2015 and the Company's **Code of Conduct for Prevention of Insider Trading**, I seek approval to purchase / sale / subscription of \_\_\_\_\_ Equity shares of the Company as per details given below:

|     |  |   |  |
|-----|--|---|--|
| 1.  | Name of the applicant  | : |  |
| 2.  | Designation  | : |  |
| 3.  | Number of securities held as on date   | : |  |
| 4.  | Folio No. / DP ID / Client ID No.)   | : |  |
| 5.  | The proposal is for  | : | (a) Purchase of securities<br>(b) Subscription to securities<br>(c) Sale of securities |
| 6.  | Proposed date of dealing in securities   | : |  |
| 7.  | Estimated number of securities proposed to be acquired/subscribed/sold             | : |  |
| 8.  | Price at which the transaction is proposed   | : |  |
| 9.  | Current market Price (As on date of Application)                                   | : |  |
| 10. | Whether the proposed transaction will be through stock exchange or off-market deal | : |  |
| 11. | Folio No. / DP ID / Client ID No. where the securities will be credited / debited  | : |  |

I enclose herewith the form of Undertaking signed by  
me. Yours faithfully,

(Signature of Designated Person)

## Annexure – 2

### FORMAT OF UNDERTAKING TO BE ACCOMPANIED WITH THE APPLICATION FOR PRECLEARANCE APPLICATION

To,  
**QGO Finance Limited,**  
Mumbai

I, \_\_\_\_\_ of the Company residing at \_\_\_\_\_  
\_\_\_\_\_ /  
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 "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 four 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 days of the receipt of approval failing which I shall seek pre-clearance.

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

Date:

Signature: \_\_\_\_\_

\* Indicate number of shares



**Annexure – 3**  
**FORMAT FOR PRE- CLEARANCE ORDER**

To,

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

Designation: \_\_\_\_\_

Place: \_\_\_\_\_

This is to inform you that your request for dealing in \_\_\_\_\_ (NOS) shares of the Company as mentioned in your application dated \_\_\_\_\_ are approved. Please note that the said transaction must be completed on or before \_\_\_\_\_ (date) that is within 7 days from today.

In case you do not execute the approved transaction / deal on or before the aforesaid date you would have to seek fresh pre-clearance before executing any transaction/ deal in the securities of the Company. Further, you are required to file the details of the executed transactions in the attached format within 2 days from the date of transaction/deal. In case the transaction is not undertaken a 'Nil' report shall be necessary.

Yours faithfully,

**For QGO Finance Limited,**

**Compliance Officer**

Date: \_\_\_\_\_

Enclosure: Format for submission of details of transaction

**Annexure – 4**  
**FORMAT FOR DISCLOSURE OF TRANSACTIONS**

**(To be submitted within 2 trading days of transaction / dealing in securities of the Company)**

To,  
The Compliance Officer,  
**QGO Finance Limited,**  
Mumbai

I hereby inform that I

- Have not bought / sold/ subscribed any securities of the Company
- Have bought/sold/subscribed to \_\_\_\_\_ securities as mentioned below on \_\_\_\_\_ (Date).

| <b>Name of holder</b> | <b>No. of securities dealt with</b> | <b>Bought/ subscribed</b> | <b>sold/</b> | <b>DP ID/ Client ID / Folio No</b> | <b>Price (Rs.)</b> |
|-----------------------|-------------------------------------|---------------------------|--------------|------------------------------------|--------------------|
|                       |                                     |                           |              |                                    |                    |
|                       |                                     |                           |              |                                    |                    |

In connection with the aforesaid transaction(s), I hereby undertake to preserve, for a period of 3 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 slips (applicable in case of sale transaction).

I agree to hold the above securities for a minimum period of six months. In case there is any urgent need to sell these securities within the said period, I shall approach the Compliance Officer for necessary approval. (Applicable in case of purchase / subscription)

I declare that the above information is correct and that no provisions of the Company's Code and/or applicable laws/regulations have been contravened for effecting the above said transactions(s).

Date:

Signature: \_

---

Name:

Designation:

**Annexure – 5**  
**FORMAT FOR INITIAL DISCLOSURE OF SECURITIES**

To,  
The Compliance Officer,  
**QGO Finance Limited,**  
Mumbai

I, \_\_\_\_\_ in my capacity as \_\_\_\_\_ of the Company hereby submit the following details of securities held in the Company as \_\_\_\_\_ (Date of becoming Designated Person)

**I. Details of securities held by me:**

| Type of Securities | No. of securities held | Folio No | Beneficiary A/c Client ID |
|--------------------|------------------------|----------|---------------------------|
|                    |                        |          |                           |

**II. Details of dependent(s) :**

Pursuant to the provisions of SEBI (Prohibition of Insider Trading) Regulations, 1992 and the Company's Code of Procedures and Conduct for Prevention of Insider Trading, I hereby declare that i have the following dependents:

| Sr. No. | Name of the dependent | Relation with Director / Officer / Designated Employee |
|---------|-----------------------|--|
|         |                       |  |
|         |                       |  |
|         |                       |  |

**III. Details of securities held by dependent(s):**

| Name of Relative | Relations hip | Type of securities | No. of Securities held | Folio No | Beneficiary A/c Client ID |
|------------------|---------------|--------------------|------------------------|----------|---------------------------|
|                  |               |                    |                        |          |                           |

Date:

Signature: \_\_\_\_\_

## Annexure – 6

**Application to enter into contra-transaction, in case of personal emergency**  
(Application by Designated Person(s) to enter into contra transaction within 6 months from the date of execution of last transactions in case of personal emergency)

To,  
The Compliance Officer,  
QGO Finance Limited,

Dear Sir,

**Sub: Permission to enter into contra transaction within 6 months from the execution of the last trade in QGO securities**

In terms of the provisions of QGO Code of Conduct for regulating, monitoring and reporting of trading by Insiders (“the Code”), the Designated Person shall not execute / QGO in a contra trade for any number of QGO securities for a period of 6 months from the execution of the last trade in QGO securities.

I had executed the last trade in QGO securities as under:

| Sr. No. | Nature of Trade (Sale or Purchase) | Date of trade | Number of Shares | Client ID |
|---------|------------------------------------|---------------|------------------|-----------|
|         |                                    |               |                  |           |

On account of the exigent circumstances mentioned hereunder, I desire to execute a contra trade in the QGO securities forthwith:

<< Please summarize reasons and personal exigency >>

In view of the aforesaid, I seek relaxation to the above provisions of the Code.

Thanking you,

Signature:

Name:

Designation:

Employee Code:

Date:

Place:

**Annexure – 7**  
**FORMAT OF STATEMENTS OF HOLDINGS BY DESIGNATED PERSON AND**  
**UNDERTAKING TO BE SIGNED UPON LEAVING THE ORGANISATION**

Compliance Officer

\_\_\_\_\_ Limited (ISIN - \_\_\_\_\_)

Dear Sir,

**Subject: Statement of Shareholdings and undertaking**

**I. STATEMENT OF SHAREHOLDINGS OF DESIGNATED PERSON**

Date of Resignation:

Last Working Day:

| Name | Department/<br>Program<br>& Process | No. of<br>shares/<br>securities<br>held on the<br>date of<br>tendering<br>the<br>Resignation | No. of<br>shares/<br>securities<br>bought<br>post<br>resignation | No. of<br>shares/<br>securities<br>sold<br>post<br>resignation | No. of<br>shares/<br>securities<br>held on<br>the Last<br>working<br>day | PAN | Folio<br>No./ DP<br>ID /<br>Client<br>ID |
|------|-------------------------------------|--|--|--|--|-----|--|
|      |                                     |  |  |  |  |     |  |

**II. DETAILS OF SHARES/SECURITIES HELD BY IMMEDIATE RELATIVE(S)**

| Name<br>of<br>Relative | Relationship | No. of<br>shares/<br>securities<br>held on<br>the date<br>of<br>tendering<br>the<br>Resignation | No. of<br>shares/<br>securities<br>bought /<br>traded*<br>post<br>resignation | No. of<br>shares/<br>securities<br>sold/trade*<br>post<br>resignation | No. of<br>shares/<br>securities<br>held on the<br>Last<br>working<br>day | PAN | Folio<br>No. DP<br>ID /<br>Client<br>ID |
|------------------------|--------------|---|---|---|--|-----|---|
|                        |              |   |   |   |  |     |   |

|  |  |    |  |  |  |  |  |
|--|--|----|--|--|--|--|--|
|  |  | on |  |  |  |  |  |
|  |  |    |  |  |  |  |  |
|  |  |    |  |  |  |  |  |
|  |  |    |  |  |  |  |  |

**\* Incase Traded in securities otherwise than by way of buying or selling, like pledge etc. please disclose that also**

I hereby confirm that I have / do not have access to any un-published price sensitive information as on the date of leaving the organization.

I hereby further confirm that I will not enter into any transaction pertaining to the securities of the Company in future, either directly or otherwise, based on any un-published price sensitive information, which I am privy to, if any and will not communicate, provide, or allow access to any UPSI, relating to the Company or securities thereof, to any person including other employee(s), Immediate Relative(s) and any other person(s) except where such communication is in furtherance of legitimate purposes, performance of duties or discharge of legal obligations, if any.

I undertake to continue abiding by the Code / relevant SEBI regulations at least for 6 months from the date of leaving the Organization, failing which I would be solely responsible for the consequences, to the complete exclusion of the Organization, its Directors and officers and the Compliance officer, as they would not have any recourse post my leaving the Company to communicate with me to pursue compliances hereunder.

I further declare that the above disclosure is true and correct and is in accordance with the previous disclosures, if any, given to the Company.

I undertake that I shall indemnify the Company as given below:

- i) To hold \_\_\_\_\_ Limited, its directors, officers and employees faultless in the event of any investigation against me for insider trading by any regulatory authority.
- ii) To make good to the \_\_\_\_\_ Limited, its directors, officers and/or employees, for all economic losses, fines or penalty, if any, imposed on the

\_\_\_\_\_ Limited, its directors, officers and/or employees as a result of any investigation by any regulatory authority/authorities into any of the transactions entered by me in dealing with the securities of the Company.

- iii) To compensate the \_\_\_\_\_ Limited, its directors, officers and/or employees for and towards all legal expenses incurred in defending itself in such investigations, including advocate's fees.

Yours faithfully,

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_