

POLO QUEEN INDUSTRIAL AND FINTECH LIMITED

CODE OF CONDUCT FOR PREVENTION OF INSIDER TRADING & CODE OF CORPORATE DISCLOSURE PRACTICES

[Pursuant to SEBI (Prohibition of Insider Trading) Regulations, 2015 (as amended) and as approved by the Board of Directors on 24th June , 2021]

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INTRODUCTION:

1. "Insider Trading" means trading in securities of the Company by an "insider" as defined in the Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015 (as amended) ("PIT Regulations") having access to unpublished price sensitive information. Such trading is a civil as well as criminal wrong in violation of the fiduciary or contractual obligations of the insider.
2. SEBI enacted PIT Regulations which came into force from 15th May 2015 revising the framework for prohibition on insider trading in securities. Company had formulated a Code of Conduct for Insider Trading, 2015 in the year 2015 to comply with the PIT Regulations.
3. SEBI has made significant amendments in the PIT Regulations vide Securities and Exchange Board of India (Prohibition of Insider Trading) (Amendment) Regulations, 2018 dated 31st December 2018 which is made effective from 1st April 2019. This revised code incorporates all the amendments made by SEBI in the PIT Regulations.
4. SEBI has made further amendments in the SEBI (Prohibition of Insider Trading) Regulations, 2015 ("Regulations") by SEBI (Prohibition of Insider Trading) (Second Amendment) Regulations, 2019 dated 25th July 2019 and SEBI (Prohibition of Insider Trading) (Third Amendment) Regulations, 2019 dated 17th September 2019.

4. IMPORTANT CONCEPT AND DEFINITION:

- 4.1 "Chinese Walls" means policies, procedures and physical arrangements designed to manage and safeguard UPSI (defined hereinafter) and prevent inadvertent transmission or communication thereof;
- 4.2 "Act" means the Securities and Exchange Board of India Act, 1992;
- 4.3 "Board" means the Board of Directors of the Company.
- 4.4 "Compliance Officer" means any senior officer, designated so and reporting to the board of directors or head of the organization in case board is not there, who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under these 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compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of unpublished price sensitive information, monitoring of trades and the implementation of the codes specified in these regulations under the overall supervision of the board of directors of the company or the head of an organization, as the case may be.
- 4.5 "Code" or "Code of Conduct" shall mean the Code of Conduct to regulate, monitor and report trading by its employees and other connected persons of Polo Queen Industrial and Fintech Limited as amended from time to time.
- 4.6 "Company" means Polo Queen Industrial and Fintech Limited.
- 4.7 "Connected Person" means, –
 - (i) 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 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 recognised 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;
- 4.8 "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;
- 4.9 "Informant" means an individual(s), who voluntarily submits to SEBI a Voluntary Information Disclosure Form relating to an alleged violation of insider trading laws that has occurred, is occurring or has a reasonable belief that it is about to occur, in a manner provided under SEBI regulations, regardless of whether such individual(s) satisfies the requirements, procedures and conditions to qualify for a reward;
- 4.10 "Insider" means any person who is a connected person or in possession of or having access to unpublished price sensitive information;
- 4.11 "Intermediary" includes stock broker, sub-broker, share transfer agent, banker to an issue, trustee of trust deed, registrar to an issue, merchant banker, underwriter, portfolio manager, investment adviser and such other entity who may be associated with securities market and registered with the SEBI
- 4.12 "Listing Regulations" means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, including any amendment thereto.
- 4.13 "Material Financial Relationship" as stated in Schedule B and Schedule C of PIT Regulations refers to 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 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.
- 4.14 "PIT Regulations" means SEBI (Prohibition of Insider Trading) Regulations, 2015
- 4.15 "Designated Persons" means and includes:
- (i) All Promoters, Directors and Key Managerial Personnel;
 - (ii) Personal secretaries of Key Managerial Personnel;
 - (iii) Employees comprising the top three tiers of the Company management, below the Board level i.e. up to Asstt. General Managers;
- 4.16 All the employees not covered above, who are working at the level of Manger or above in the following departments of the Company:
- (I) Finance & Accounts Department; and
 - (II) Legal & Secretarial Department; and
- 4.17 Any other persons, including members of the support staff of the Company (such as, Information Technology Department, Corporate Communications Department) as may be decided by the Whole Time Director, Chief Financial Officer of the Company in consultation with the Compliance Officer, from time to time;
- 4.18 "Fiduciaries" referred to in Regulation 9(2) of PIT Regulations as professional firms such as auditors, accountancy firms, law firms, analysts, insolvency professional entities, consultants, banks etc., assisting or advising companies shall be collectively referred to as fiduciaries for the purpose of the PIT Regulations.
- 4.19 "Generally Available Information" means information that is accessible to the public on a non-discriminatory basis;
- 4.20 "Key Managerial Personnel" shall mean the person holding any of the positions of Whole Time Director, Chief Financial Officer and Company Secretary of the Company and any other officer designated as key managerial personnel by the Board of Directors as per the provisions of Section 2(51) of the Companies Act, 2013;
- 4.21 "Officer" shall have the meaning assigned to it under the Companies Act, 2013.
- 4.22 "Original Information" means any relevant information submitted in accordance with SEBI regulations pertaining to any violation of insider trading laws that is:
- i. derived from the independent knowledge and analysis of the Informant;
 - ii. not known to SEBI from any other source, except where the Informant is the original source of the information;
 - iii. is sufficiently specific, credible and timely to - (1) commence an examination or inquiry or audit, (2) assist in an ongoing examination or investigation or inquiry or audit, (3) open or re-open an investigation or



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

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

- 4.23. “SEBI” means Securities and Exchange Board of India;
- 4.25 “Securities” shall have the meaning ascribed to such term in the Regulations;
- 4.26 “Stock Exchange(s)” means recognized stock exchange(s) on which the Securities of the Company are listed;
- 4.27 “Promoter” shall have the meaning assigned to it under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof.
- 4.28 “Promoter Group” shall have the meaning assigned to it under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof.
- 4.29 “Reward” means any gratuitous monetary amount for which an Informant is declared eligible as per the provisions of SEBI regulations.
- 4.30 “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;
- 4.31 “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;
The term “securities” is defined under section 2(h) of Securities Contracts (Regulation) Act, 1956 as under:
 - h. “securities” – include
 - i. shares, scrips, stocks, bonds, debentures, debenture stock or other marketable
 - ii. securities of a like nature in or of any incorporated company or other body corporate;
 - iii. derivative;
 - iv. units or any other instrument issued by any collective investment scheme to the investors in such schemes;
 - v. security receipt as defined in clause (zg) of section 2 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;
 - vi. units or any other such instrument issued to the investors under any mutual fund scheme;
 - vii. Government securities;
 - viii. such other instruments as may be declared by the Central Government to be securities; and rights or interest in securities
- 4.32 “Specified” means specified by the Board in writing;
- 4.33 “Takeover Regulations” means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and any amendments thereto;
- 4.34 “Trading” means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, sell, deal in any securities, and “trade” shall be construed accordingly;
- 4.35 “Threshold Limit” means the limit for Trading in Securities of the Company in any calendar quarter, as decided by the Board of Directors of the Company from time to time. For the time being, the Threshold Limit for Trading in Securities of the Company in a calendar quarter is Rs. 10 Lakhs;
- 4.36 “Trading day” means a day on which the recognized stock exchanges are open for trading;
- 4.37 “voluntarily providing information” means providing SEBI with information before receiving any request, inquiry, or demand from SEBI, any other Central or State authorities or other statutory authority about a matter, to which the information is relevant.



Words and expressions used and not defined in these Rules but defined in the Securities and Exchange Board of India Act, 1992, the Securities Contracts (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 those legislations.

4.38 "Unpublished Price Sensitive Information" (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 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, delistings, disposals and expansion of business and such other transactions;
- (v) changes in key managerial personnel.

The words and expressions used but not defined herein shall have the meanings as ascribed to them under the Regulations.

5. RESPONSIBILITIES AND DUTIES OF COMPLIANCE OFFICER

- a) compliance of policies, procedures, maintenance of records,
- b) monitoring adherence to the rules for the preservation of UPSI,
- c) monitoring of Trades as per the Code and implementation of the Code,

Maintaining records of the designated persons and their immediate relatives and any changes made in the list of Designated Persons and their Immediate Relatives and providing guidance and clarifications sought by Designated Persons regarding the Regulations and the Code.

The Compliance Officer shall report to the Board of Directors and shall provide reports to the Chairperson of the Audit Committee on a quarterly basis in respect of Trading in the Securities of the Company by the Designated Persons and their Immediate Relatives, the trading plans and pre-clearance applications approved and rejected by the Compliance Officer.

The Compliance Officer shall discharge other functions and duties as prescribed in the Code and the Regulations.

6. GENERAL RESTRICTIONS

- a. No Designated Person (including his/her Immediate Relatives) should trade in the Securities of the Company at any time while in possession of, or having access to, any Unpublished Price Sensitive Information. (UPSI).
- b. Designated Persons are obliged to treat UPSI with due care and they have a duty to safeguard UPSI irrespective of the source of receipt of UPSI. Designated Persons shall use UPSI for the specified purpose(s) only and it must not be used for any personal gain. No Designated Person shall communicate, provide, or allow access, or procure or cause communication of any Unpublished Price Sensitive Information, relating to the Company or its Securities, to any person, except where such communication is in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.

7. DETERMINATION OF LEGITIMATE PURPOSE

The term "legitimate purpose" includes sharing of UPSI in the ordinary course of business with Company's collaborators, lenders including prospective lenders, customers, suppliers, merchant bankers, legal advisors, auditors, credit rating agencies, insolvency professionals or other advisors, service providers or consultants; provided that such sharing of UPSI has not been carried out to evade or circumvent the prohibitions of the Regulations.

Whether sharing of UPSI for a particular instance tantamount to 'legitimate purpose' would entirely depend on the specific facts and circumstances of each case.

Primarily, the following factors should be considered while sharing the UPSI:

- (i). whether sharing of such UPSI is in the ordinary course of business of the Company;
- (ii). whether sharing of such UPSI is in the interests of the Company or in furtherance of a genuine commercial purpose; and
- (iii). whether the nature of UPSI being shared is commensurate with the purpose for which access is sought to be provided to the recipient.

Any person who is in receipt of UPSI pursuant to a "legitimate purpose" shall be considered as an Insider for the purpose of these Regulations and due notice shall be given to such persons to maintain confidentiality of such UPSI in compliance with the Regulations.



8. **NEED TO KNOW:**

The Designated Persons who are privy to UPSI, shall handle the same strictly on a "Need to Know" basis. This means the UPSI is to be handled on a "need to know" basis. It should be disclosed only to those who need the information to discharge their duties and possession of UPSI by them will not give rise to a conflict of interest or misuse of UPSI

9. **PRESERVATION OF UPSI AND CHINESE WALL PROCEDURES**

- a) UPSI should be maintained within the Chinese Walls at all times. In the event any person (who is not a Designated Person) is required to be wall – crossed, i.e., brought over the Chinese Wall in order to obtain access to the UPSI for a specific purpose, prior approval of the Whole Time Director, Chief Financial Officer must be sought. The Whole Time Director shall consider whether such person being wall – crossed, is being provided UPSI on a need – to – know basis. Further, information shared with such wall – crosser should be limited to the specific transaction or purpose for which their assistance is required.
- b) All persons who have wall – crossed should be notified that he would be considered to be a Designated Person under this Code and consequently, required to comply with all applicable provisions of the Code and Regulations, till such information remains UPSI.
- c) Files containing UPSI shall be kept secured with restricted access and computer files containing UPSI should be protected with the help of login, passwords, etc.
- d) In case of any transaction(s) involving UPSI, the Directors shall identify the Designated Person(s) who shall have access to any inside information relating to such sensitive transaction(s). While dealing with such inside information, these Designated Persons shall, to the extent applicable.

10. **PREVENTION OF MISUSE OF UPSI**

All Designated Persons and their Immediate Relatives shall be subject to trading restrictions as stated below:

- a) Trading Window: The Designated Persons and their Immediate Relatives shall trade in the Securities of the Company only when the Trading Window is open; Provided that the Trading Window norms shall not be applicable for trades carried out in accordance with a trading plan approved.
- b) Prohibition on Trading in Securities of the Company Designated Persons and their Immediate Relatives shall not Trade in the Securities of the Company:
 - i. during the Prohibited Period (as defined below) or
 - ii. at any time (even when the Trading Window is open) if in possession of UPSI.
- c) "Prohibited Period" means:
 - (i). a period from the end of every financial year till 48 hours after declaration of unaudited/ audited annual financial results;
 - (ii). a period from the end of every quarter till 48 hours after declaration of unaudited/audited quarterly financial results; and
 - (iii). any period when the Compliance Officer otherwise has reasons to believe that Designated Persons can reasonably be expected to have possession of UPSI; Provided that where such UPSI is proposed to be considered at a meeting of the Board of Directors of the Company, such period shall, as far as practicable, commence at least 7 days before such meeting of the Board of Directors. The Compliance Officer shall determine the timing for re-opening the Trading Window taking into account various factors including UPSI in question becoming Generally Available Information and being capable of assimilation by the market, which in any event shall not be earlier than 48 hours after the information becomes Generally Available Information.
- d) The intimation about the Prohibited Period shall be given by the Compliance Officer, wherever required, through e-mail, circular and/ or posting on the website of the Company, etc.

11. **COMMUNICATION OR PROCUREMENT OF UNPUBLISHED PRICE SENSITIVE INFORMATION**



Restricts communication or procurement of UPSI and trading by insiders while in possession of UPSI also provides for exceptions with respect to communication/trading.

Mandates execution of confidentiality agreement and intimation about confidential nature with respect to UPSI.

Specimen of Confidentiality Agreement and Intimation to persons with whom UPSI is shared for legitimate purpose is placed at Annexure 2 and Annexure-VIII.

- 11.1 No insider shall communicate, provide, or allow access to any unpublished price sensitive information, relating to a 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.
- 11.2 No person shall procure from or cause the communication by any insider of unpublished price sensitive information, relating to a company or securities listed or proposed to be listed, except in furtherance of legitimate purposes, performance of duties or discharge of legal obligations
- 11.3 The Company shall make a policy for determination of "legitimate purposes" as part of "Codes of Fair Disclosure and Conduct"

A specimen policy for determination of legitimate purposes is placed at Annexure-III

- 11.4 provides that any person in receipt of unpublished price sensitive information pursuant to a "legitimate purpose" shall be considered as an "insider" for purposes of these regulations and due notice shall be given to such persons to maintain confidentiality of such unpublished price sensitive information in compliance with these regulations
- 11.5 Notwithstanding anything contained herein, 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 of the company is of 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 of the company is of informed opinion that 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.
 - (iii). However the board of directors shall require the parties to execute agreements to ensure confidentiality and non-disclosure obligations on the part of such parties and such parties shall keep the information so received confidential, except for the purpose of sub-regulation (9), and shall not otherwise trade in securities of the company when in possession of unpublished price sensitive information.

11.6. STRUCTURED DIGITAL DATABASE

1. Any Insider who is sharing any UPSI in the ordinary course of business with partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, insolvency professionals or other advisors or consultants shall give prior intimation of such sharing in the format given in Annexure C to the Compliance Officer along with names of such persons or entities as the case may be with whom information is shared, their Permanent Account Number or any other identifier authorized by law where Permanent Account Number is not available.
2. The Compliance Officer shall maintain a structured digital database of such persons or entities as provided by Insiders. Such databases shall be maintained with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the database.

Such databases shall be maintained with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the database.

Specimen of structured digital database is placed at Annexure- VII.



12. TRADING WHEN IN POSSESSION OF UNPUBLISHED PRICE SENSITIVE INFORMATION AND EXCEPTIONAL CIRCUMSTANCES

No insider shall trade in securities that are listed or proposed to be listed on a stock exchange when in possession of unpublished price sensitive information

However, the insider may prove his innocence by demonstrating the circumstances including the following

- (i) The transaction is an off-market inter-se transfer between insiders who were in possession of the same UPSI without being in breach of regulation 9 and both parties had made a conscious and informed trade decision.
Provided that such UPSI was not obtained under sub-regulation (9) of regulation 9 of PIT Regulations.
Provided further that such off-market trades shall be reported by the insiders to the company within two working days in the format given in **Annexure - A** and the company shall notify the particulars of such trades to the stock exchange on which the securities are listed within 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 UPSI without being in breach of regulation 9 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 sub-regulation (9) of regulation 9 of PIT Regulations.
- (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:-
 - a. the individuals who were in possession of such UPSI were different from the individuals taking trading decisions and such decision making individuals were not in possession of such UPSI when they took the decision to trade; and
 - b. appropriate and adequate arrangements were in place to ensure that PIT Regulations are not violated and no UPSI 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 set up in accordance with Regulation 5 of PIT Regulations. Provides that 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 and in other cases, the onus would be on the Board.

13. TRADING PLANS

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.

- 13.1a. A Designated Person who may be perpetually in possession of UPSI, and his/her Immediate Relatives shall have an option to formulate a trading plan as per **Annexure D** and present it to the Compliance Officer for approval and public disclosure pursuant to which Trades may be carried out on their behalf in the Securities of the Company.
- 13.1 b 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 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 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) not entail overlap of any period for which another trading plan is already in existence



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

(v) not entail trading in securities for market abuse

- 13.2. The compliance officer shall review the trading plan to assess whether the plan would have any potential for violation of these regulations 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.
- 13.3. However, pre-clearance of trades shall not be required for a trade executed as per an approved trading plan. Further, the trading window norms and restrictions on contra trade shall not be applicable for trades carried out in accordance with an approved trading plan
- 13.4. once approved the trading plan 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.
- 13.5. However, the implementation of the trading plan shall not be commenced if any unpublished price sensitive information in possession of the insider at the time of formulation of the plan has not become generally available at the time of the commencement of implementation and in such event the compliance officer shall confirm that the commencement ought to be deferred until such unpublished price sensitive information becomes generally available information.
- 13.6. upon approval of the trading plan, the compliance officer shall notify the plan to the stock exchanges on which the securities are listed.

Format of application for pre-clearance and trading plan is placed at Annexure-VI

14. DISCLOSURES OF TRADING BY INSIDERS

The disclosures to be made by any person under this Chapter shall include those relating to trading by such person's immediate relatives, and by any other person for whom such person takes trading decisions.

The disclosures of trading in securities shall also include trading in derivatives of securities and the traded value of the derivatives shall be taken into account for purposes of this Chapter. Provided that trading in derivatives of securities is permitted by any law for the time being in force

made The disclosures under this Chapter shall be maintained by the company, for a minimum period of five years, in such form as may be specified

15. SUBMISSION OF ORIGINAL INFORMATION TO SEBI

An Informant shall submit Original Information by furnishing the Voluntary Information Disclosure Form to the Office of Informant Protection of SEBI in the format and manner set out at as per Scheduled D set out in Annexure XI. The Voluntary Information Disclosure Form may be submitted through informant's legal representative.

15 A. PROTECTION AGAINST RETALIATION AND VICTIMIZATION

- (1) The Company shall ensure that suitable protection is provided against any discharge, termination, demotion, suspension, threats, harassment, directly or indirectly or discrimination against any employee who files a Voluntary Information Disclosure Form, irrespective of whether the information is considered or rejected by SEBI or he or she is eligible for a Reward under SEBI regulations, by reason of:
- i. filing a Voluntary Information Disclosure Form under SEBI regulations;
 - ii. 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
 - iii. breaching any confidentiality agreement or provisions of any terms and conditions of employment or engagement solely to prevent any employee from cooperating with SEBI in any manner.



Explanation 1. - "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.

Explanation 2. - Employee is not required to establish that,

- i. SEBI has taken up any enforcement action in furtherance of information provided by such person; or
 - ii. the information provided fulfils the criteria of being considered as an Original Information under SEBI regulations.
2. Informant who believes that he or she has been subject to retaliation or victimisation by his or her employer is not prohibited from approaching the competent court or tribunal for appropriate relief.
 3. Any employer who violates SEBI Regulations may be liable for penalty, debarment, suspension, and/or criminal prosecution by SEBI, as the case may be.

16. INITIAL AND CONTINUAL DISCLOSURES

Disclosures by certain persons such as promoters, members of the promoter group, KMPs and directors etc. These disclosures are categorised under initial and continual disclosures as stated below:

I. INITIAL DISCLOSURES

- a. Every promoter, member of the promoter group, key managerial personnel and director of every company whose securities are listed on any recognised stock exchange shall disclose his holding of securities of the company as on the date of these regulations taking effect, to the company within thirty days of these regulations taking effect as **per Form A set out in Annexure-V;**
- b. 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.

II. CONTINUAL DISCLOSURES

- 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;
- b. Every company 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.

III. ANNUAL DISCLOSURE:

- a. Designated Persons shall disclose the following details of Immediate Relatives and Persons with whom he/she shares a material financial relationship, in the format given in **Annexure 4:**
 - i. Names;
 - ii. Permanent Account Number; and
 - iii. Phone and/or Mobile numbers.

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 from a designated person during the immediately preceding 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.

- b. The information shall be disclosed annually before 30th April each financial year and within 30 days of any change thereof.



IV. DISCLOSURE TO THE STOCK EXCHANGE:

The Compliance Officer shall notify the stock exchanges, particulars of the Trades, within two trading days of the receipt of the Continual Disclosure or from becoming aware of such information.

V. DISCLOSURES BY OTHER CONNECTED PERSONS

The Company whose securities are listed on a stock exchange may, at its discretion require any other connected person 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 in order to monitor compliance with these regulations.

17. CODE OF FAIR DISCLOSURE

15.1 formulate and publish on its official website, a code of practices and procedures for fair disclosure of unpublished price sensitive information that it would follow in order to adhere to each of the principles set out in **Schedule A set out in Annexure-I**; to these regulations, without diluting the provisions of these regulations in any manner.

15.2 code of practices and procedures for fair disclosure of unpublished price sensitive information and every amendment thereto shall be promptly intimated to the stock exchanges where the securities are listed.

A specimen code of fair disclosure of UPSI is placed at Annexure-IV.

17.B. CODE OF CONDUCT

The board of directors or head(s) of the organisation of every intermediary shall ensure that the Chief Financial Officer or Whole Time Director shall formulate a code of conduct with their approval to regulate, monitor and report trading by its designated persons and immediate relatives of designated persons towards achieving compliance with these regulations, adopting the minimum standards set out in **Schedule-B** (in case of a company) and **Schedule C** (in case of an intermediary) **set out in Annexure-I and II** to these regulations, without diluting the provisions of these regulations in any manner.

"Minimum Standards for Code of Conduct for companies" and "Minimum Standards for Code of Conduct for Intermediaries and Fiduciaries" are placed at Annexure-I and Annexure-II respectively.

every other person who is required to handle unpublished price sensitive information in the course of business operations shall formulate a code of conduct to regulate, monitor and report trading by their designated persons and immediate relative of designated persons towards achieving compliance with these regulations, adopting the minimum standards set out in **Schedule C set out in Annexure-III** to these regulations, without diluting the provisions of these regulations in any manner.

Company, intermediary and other persons formulating a code of conduct shall identify and designate a compliance officer to administer the code of conduct and other requirements under these regulations.

18. DESIGNATED PERSONS

The board of directors or such other analogous authority shall in consultation with the compliance officer specify the designated persons to be covered by the code of conduct on the basis of their role and function in the organisation and the access that such role and function would provide to unpublished price sensitive information in addition to seniority and professional designation and shall include:-

- i. Employees of such company, intermediary or fiduciary designated on the basis of their functional role or access to unpublished price sensitive information in the organization by their board of directors or analogous body;
- ii. Employees of material subsidiaries if any of companies designated on the basis of their functional role or access to unpublished price sensitive information in the organization by their board of directors;
- iii. All promoters of companies and promoters who are individuals or investment companies for intermediaries or fiduciaries;



- iv. Chief Financial Officer and employees up to two levels below Chief Financial Officer of such company, intermediary, fiduciary and its material subsidiaries if any irrespective of their functional role in the company or ability to have access to unpublished price sensitive information;
- v. Any support staff of company, intermediary or fiduciary such as IT staff or secretarial staff who have access to unpublished price sensitive information.

19. TRADING WINDOW

The trading window shall be closed when the compliance officer determines that a designated person or class of designated persons can reasonably be expected to have possession of UPSI. Such closure shall be imposed in relation to such securities to which such UPSI relates. Designated persons and their immediate relatives shall not trade in securities when the trading window is closed.

A. Trading Window Closure

i. Periodic Trading Window Closure

In case of declaration of financial results of a Company, which must be done on a quarterly basis by every entity as per the provisions of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI LODR Regulations"), the trading window must be closed on a quarterly basis,

ii. Duration of Trading Window closure

Trading restriction period shall be made applicable from the end of every quarter till 48 hours after the declaration of financial results.

iii. Event based Trading Window Closure

Other than trading window closure for quarterly financial results, there can be other event-based situations during which the trading window must be closed.

In addition to financial results PIT Regulations envisage the following situations, which are UPSI (as per the definition of UPSI given in PIT Regulations), during which the Trading Window must be closed:

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

In the above cases, the trading window shall remain closed from the time this information being UPSI had originated till the time this event is disclosed by the Company publicly and / or to the stock exchanges or this event is abandoned by the Company. Other than the above mentioned events, there can be many other events which can be UPSI and trading window must be closed from the time UPSI had originated till such events are publicly disclosed by the Company.

B. Identification of UPSI

Internal Controls to be put in place by the Chief Financial Officer, Whole Time Director or such other analogous person of a company, intermediary or fiduciary, all the UPSI shall be identified. This identification of UPSI can be done by providing certain guidelines on materiality / thresholds in the Code of Conduct. These materiality thresholds for identification of UPSI may be different than the thresholds prescribed under Regulation 30 of Listing Regulations for the purpose of disclosure to stock exchanges.

Hence, in case of the above mentioned events (as defined in the definition of UPSI) and any other events which may be considered as UPSI as per the Code of Conduct of the Company, there can be situations when only a particular set of employees may have the said information which is UPSI. In such situations, it shall be sufficient if the trading window is closed for such specific set of people only who are privy to such UPSI.

C. Actions linked to Trading Window Closure



Whenever any particular information about any event which is considered as UPSI as per the materiality thresholds laid down by the Company, if any, for identification as UPSI, is shared with any such employee who is not already covered in the List of Designated Persons, then in addition to closure of Trading window, following actions need to be taken by the Company:

- a). Confidentiality agreement / notice to be given to these employees.
- b). Intimation about Closure of Trading window – if not informed earlier.
- c). These employees shall be considered as Designated persons (if not already covered in the list of Designated Persons) till the time this such UPSI is published by the Company or abandoned by the Company.

20. PRE-CLEARANCE

All Designated Persons including their Immediate Relatives intending to Trade in the Securities of the Company up to the Threshold Limit fixed as aforesaid may do so without any clearance from the Compliance Officer.

While calculating the Threshold Limit, the cumulative value of the Securities of the Company Traded, whether in one transaction or series of transactions, during a calendar quarter by the Designated Person and his /her Immediate Relatives shall be taken into account. Where the Trading Window of the Company is open, the Designated Persons including their Immediate Relatives intending to Trade in the Securities of the Company in excess of the Threshold Limit, shall pre-clear the transactions;

Provided that the pre-clearance of Trade is not required for a Trade executed as per a trading plan which has been approved.

The procedure for pre-clearance of Trades is stated hereunder:

- a. An application in the prescribed form, as per **Annexure VI**, to the Compliance Officer indicating the estimated number and value of Securities of the Company that such Designated Person (or his / her Immediate Relative) intends to Trade in and such other details as may be required in this behalf. The application is to be filed along with statement of holding in Securities of the Company at the time of pre-clearance as per **Annexure B**

An undertaking in favour of the Company incorporating therein inter-alia, the following clauses, as may be applicable:

- (i) that such Designated Person (including his/ her Immediate Relatives) does not have any access to or has not received and is not in possession of any Unpublished Price Sensitive Information upto the time of signing the undertaking;
 - (ii) that in case such Designated Person (including his/ her Immediate Relatives) has access to or receives Unpublished Price Sensitive Information after the signing of the undertaking but before the execution of the transaction such Designated Person shall inform the Compliance Officer of the change in the position and that such Designated Person (including his/ her Immediate Relatives) would completely refrain from Trading in the Securities of the Company till the time such information becomes Generally Available Information;
 - (iii) that the Designated Person (including his / her Immediate Relatives) has not contravened the Code; and
 - (iv) that the Designated Person has made a full and true disclosure in the matter.
- c) Prior to approving any Trades, the Compliance Officer shall have regard to whether the declaration given by the Designated Person, to the effect that he / she is not in possession of any Unpublished Price Sensitive Information, is reasonably capable of being rendered inaccurate.
 - d) The Designated Persons and their Immediate Relatives shall execute their transactions in respect of Securities of the Company within 7 Trading Days from the date of pre-clearance after which pre-clearance will lapse. Thereafter, a fresh pre-clearance will be needed for the Trades to be executed.
 - e) The Designated Person shall file Monthly Confirmation of dealing in securities of Polo Queen Industrial and Fintech Limited for which the approval was granted and completed, with the Compliance Officer in the prescribed form (see **Annexure E**).



- f) Where a Trade is not executed after obtaining pre-clearance from the Compliance Officer, the concerned person shall intimate the same to the Compliance Officer within 2 (two) Trading Days after the expiry of 7(seven) Trading Days from the date of pre-clearance by the Compliance Officer, as per **Annexure G**.
- g) In case the Compliance Officer or his/her Immediate Relatives intend to Trade in the Securities of the Company in excess of the Threshold Limit, he/she shall obtain pre-clearance for the same from the Chief Financial Officer of the Company, as per the pre-clearance procedure under this Code.
- h) Such pre-clearance shall not in any way be deemed to be confirmation of compliance with the Takeover Code, if applicable. The person seeking pre-clearance shall be solely responsible for compliance with the provisions of the Takeover Code, if applicable.
- i) The Designated Persons and their Immediate Relatives shall not enter into a contra Trade during the next six months following a Trade; provided that the contra Trade restrictions shall not be applicable to the following:
- i. Trades pursuant to exercise of stock options; and
 - ii. Trades carried out in accordance with a trading plan approved. The Compliance Officer may grant relaxation from strict application of such restriction on an application made in this behalf by the concerned Designated Person and after recording in writing the reasons in this regard; provided that such relaxation does not violate the Regulations. In case a contra Trade is executed, inadvertently or otherwise, in violation of the aforesaid restriction, the profits from such Trade shall be liable to be disgorged for remittance to SEBI for credit to the Investor Protection and Education Fund administered by SEBI under the SEBI Act.
- j) The Compliance Officer shall confidentially maintain a list of such securities as "restricted list" which shall be used as the basis for approving or rejecting applications for preclearance of trades
- k) The Designated Persons and their Immediate Relatives shall not take any positions in derivative transactions in the Securities of the Company at any time.

Trading by designated persons shall be subject to pre-clearance by the compliance officer, if the value of the proposed trades is above such thresholds as the board of directors may stipulate. 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 UPSI. He shall also have regard to whether any such declaration is reasonably capable of being rendered inaccurate.

MAINTENANCE OF RESTRICTED LIST

In order to avoid conflict of interest and possible collusion by employees of the Company:

The compliance department shall maintain a Restricted List in connection with other listed securities which will include:

List of companies in respect of which the Company or its Designated Persons are in possession of UPSI or has executed an NDA.

1. However, if the proposal is not materialised then the compliance department should be informed accordingly and the scrip shall be removed from the Restricted List.
2. Further, whenever the employee gets access to UPSI (i.e. at the time of preparation of any proposal note), then the compliance department shall be informed to include those securities as well in the Restricted List.
3. The compliance department shall be notified upon completion of the assignment/mandate and/or UPSI becoming "generally available information" for removing the scrip from the Restricted List.

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.

VALIDITY OF PRE-CLEARANCE

The code of conduct shall specify any reasonable timeframe, which in any event shall not be more than seven trading days, within which trades that have been pre-cleared have to be executed by the designated person, failing which fresh pre-clearance would be needed for the trades to be executed.



REPORTING

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

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. In case the contra trade is necessitated by emergency, the Compliance Officer may waive the holding period after recording in writing reasons in this regard provided such waiver does not amount to violation of the SEBI Regulations or this Code. Similarly in the case of emergency of Trade by a Compliance Officer, the Compliance Officer may obtain the waiver from the Chief Financial Officer or in his absence, the Chairman of the Board, provided that such waiver does not violate this Code or the SEBI Regulations. The application for waiver shall be made in the 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. Provided that (i), (ii) and (iii) above shall not be applicable for Trades pursuant to exercise of stock options.

21. CONTRA TRADE

Code of Conduct, it shall specify the period, which in any event shall not be less than six months, within which a designated person who is permitted to trade shall not execute a contra trade.

- i. Trades pursuant to exercise of stock options; and
- ii. Trades carried out in accordance with a trading plan approved

a. Applicability in case of ESOP

As per the Amendment in PIT Regulations on 31st December 2018, a proviso has been inserted in this clause stating that the restriction of Contra Trade shall not be applicable for trades pursuant to exercise of stock options.

b. Applicability in case of Pledge

Since the definition of "trading" under SEBI (PIT) Regulations is wide enough to include "dealing" in shares also, the pledging of shares shall also be included in the definition of "trade." Hence if a Designated person pledges his shares, he cannot de-pledge the shares within a period of 6 months. Further, he cannot even change the banker with whom the shares are pledged as it will amount to depledge of shares and again pledge of shares.

c. Relaxation by Compliance Officer

The compliance officer may be empowered to grant relaxation from strict application of such restriction for reasons to be recorded in writing provided that such relaxation does not violate the PIT regulations.

d. Disgorgement of Profits

If a contra trade be executed, inadvertently or otherwise, in violation of such a restriction, the profits from such trade shall be liable to be disgorged for remittance to SEBI for credit to the Investor Protection and Education Fund administered by SEBI under the SEBI Act.

22. INSTITUTIONAL MECHANISM FOR PREVENTION OF INSIDER TRADING

The Chief Financial Officer, Whole Time Director or such other analogous person of a company, intermediary or fiduciary shall put in place adequate and effective system of internal controls to ensure compliance with the requirements given in these regulations to prevent insider trading.



The internal controls shall include the following:

1. All employees who have access to unpublished price sensitive information are identified as designated person;
2. All the unpublished price sensitive information shall be identified and its confidentiality shall be maintained as per the requirements of these regulations;
3. Adequate restrictions shall be placed on communication or procurement of unpublished price sensitive information as required by these regulations;
4. 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;
5. All other relevant requirements specified under these regulations shall be complied with;
6. Periodic process review to evaluate effectiveness of such internal controls.
7. The Company and the board of directors shall ensure that the Chief Financial Officer or the Whole Time Director or such other analogous person ensures compliance with the code of conduct.
8. The Audit Committee of a company or other analogous body for intermediary or fiduciary shall review compliance with the provisions of these regulations at least once in a financial year and shall verify that the systems for internal control are adequate and are operating effectively.
9. 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 IX** and forms integral part of this policy.
10. 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.
11. 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.
12. 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.
13. 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.
14. an inquiry has been initiated by a 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 company.

Specimen policy and procedures for inquiry in case of leak/suspected leak of UPSI is placed at Annexure-IX.

23. DISCLOSURES AND REPORTING REQUIREMENTS

The disclosures required to be made by a person under this provision shall include details of Trades by such person's Immediate Relatives, wherever applicable.

I. Initial Disclosure

The Designated Persons shall make following disclosures to the Compliance Officer:

- a. Within 30 days from the date on which the Regulations come into force, the details of Securities of the Company held by them and their Immediate Relatives, as per **Form A set out in Annexure V.**
- b. Within 21 days from the date on which the Code come into force, one time disclosure about Educational Qualification, Past Employers, etc., wherever applicable, as per **Annexure I.**
- c. within 7 days of his / her appointment as or becoming a Designated Person:
 - (i). the details of Securities of the Company held by them and their Immediate Relatives, as per **Form B set out in Annexure V ;**
 - (ii). One time disclosure about Educational Qualification, Past Employers, etc., wherever applicable, as per **Annexure I.**



- d) The Designated Persons shall provide a one – time declaration containing the details of the names of educational institutions from which the Designated Persons have graduated and names of their past employers, if applicable.

II. Continual Disclosure

- a. Every Designated Person shall disclose to the Compliance Officer, the number of Securities of the Company acquired or disposed of, within 2 Trading Days of such transaction, if the aggregate value of Securities of the Company Traded, whether in one transaction or a series of transactions over any calendar quarter, exceeds Rs. 10 lakhs or such other value as may be specified by SEBI in this regard. Such disclosure shall be made as per **Form C set out in Annexure V**
- b. The Designated Persons shall forward to the Compliance Officer,
- i. Quarterly statement of transactions in Securities of the Company as per **Annexure H** within a period of 15 days from the end of a calendar quarter. If there is no transaction in a particular quarter, the Nil” statement is not required to be submitted.
 - ii. An Annual statement of holdings in the Securities of the Company within 30 days of the close of financial year as per **Annexure - 3**.
 - iii. The details of Immediate Relatives and persons with whom such Designated Person shares a Material Financial Relationship, within 30 days of close of every financial year and within 15 days of any change in such information as submitted to the Company, as per **Annexure- 3**.

24. REPORTING OF VIOLATIONS RELATED TO CODE OF CONDUCT

The SEBI vide its circular dated 19th July, 2019 issued the standardized format of reporting of violations related to Code of Conduct under the PIT Regulations.

The Board of Directors or head(s) of the organization of every intermediary and fiduciary are required to formulate a Code of Conduct for designated persons and their immediate relatives and monitor its compliance and promptly inform SEBI about any violations of the Code of Conduct in accordance with Schedule B (in case of a company) or Schedule C (in case of an intermediary or fiduciary) of the Regulations as applicable.

With an objective to standardize the process relating to dealing with such violations of the Code of Conduct, SEBI issued a circular on 19th July, 2019 to advise all companies, intermediaries and fiduciaries to:

- (i) Report such violations by the designated persons and immediate relatives of designated persons in the standardized format to SEBI, as placed at **Annexure X**.
- (ii) Maintain a database of the violation of code of conduct by designated persons and immediate relatives of designated persons that would entail initiation of appropriate action against them.

25. PENALTIES/ PUNISHMENTS

- a) Any Designated Person who Trades in Securities of the Company or communicates any UPSI in contravention of this Code will be penalised and appropriate action will be taken against such Designated Person by the Company after giving reasonable opportunity of being heard in the matter. Such Designated Person shall also be subject to disciplinary action by the Company including wage freeze, suspension, recovery, claw back, in-eligibility for future participation in ESOPs, etc.
- b) In case any violation of Regulations is observed, the Compliance Officer shall promptly inform the same to SEBI.
- c) In addition to the aforesaid penalties/ punishments, the persons violating the Regulations will also be subject to any other action by SEBI as per SEBI Act.
- d) Section 15 G of the SEBI, 1992 prescribes a penalty of Twenty Five crore rupees or three times the amount of profits made out of insider trading whichever is higher.



- e) Section 15HB of the SEBI,1992 prescribes a penalty of one lakh rupees but which may extend to one crore rupees.
- f) Under Section 24 of the SEBI Act, anyone who contravenes the Regulations is punishable with imprisonment for a term which may extend to 10 years or with fine , which may extend to Twenty five crore rupees or with both .
If any person fails to pay the penalty imposed by Adjudicating Officer or fails to comply with any of his directions or order , he shall be punishable with imprisonment for a term which shall not be less than one month, but which may extend to ten years or with fine may extend to rupees twenty five crore or with both
- g) Penalties recovered as per SEBIAct,1992 will be remitted to SEBI Investor Protection and Education Fund
- h) Apart from the above to protect the interest of investor and in the interest of the securities market and for due compliance with the provision of the SEBI Act and the Regulations made thereunder, Sebi may issue order prohibiting the insider or restraining the insider from dealing in the securities of the companies. SEBI may issue order declaring such transaction in securities of as null and void. Further , SEBI may issue direction to the person who acquired the securities in the violation of the Regulation to deliver the securities back to the seller or to transfer proceeds equivalent to the cost price or market price of securities whichever is higher to the investor protection fund of a recognised Stock Exchange .

26. INFORMATION TO SEBI IN CASE OF VIOLATION

The Compliance Officer shall inform SEBI about cases of any violation of the Regulation so that appropriate action may be taken

27. DELEGATION OF AUTHORITY

The Compliance officer is authorised to delegate the powers conferred upon him by this code to one or more employee of Polo Queen Fintech Industrial Limited whilst proceeding on leave or during his temporary absence from Polo queen, to be exercised by them in consultation with any director of the Company.

28. GENERAL

All Designated Persons are advised to peruse the Regulation carefully, and acquaint themselves with all the provisions contained therein .The Compliance officer will be available for clarification /assistance that may be necessary.

29. INSIDER INFORMATION AND SECURITIES OF OTHER COMPANIES:

Designated persons may occasionally come into possession of material non public information with respect to other Companies. In addition inside information is frequently disclosed in connection with negotiation particularly those involving tender offers mergers and acquisition and major financial transactions . A person receiving material nonpublic information in such a manner has the same duty not to disclose or use that information in connection with securities transactions as such person has with respect to Polo queen securities

30. AMENDMENT TO THE CODE

This code may be amended from time to time in accordance with the regulatory changes as notified by Securities and Exchange Board of India .The Compliance Officer is authorised to make minor modification to this code which would remove ambiguities enhance clarity on the provision of the Code .any major modification to this code will require authorization by the Board

31. MISCELLANEOUS

- a. The gap between clearance of financial results by the Audit Committee and Board of Directors meeting for approval of such financial results should be as narrow as possible and preferably on the same day to avoid leakage of UPSI.
- b. The Board of Directors of the Company shall have power to modify or replace this Code in part or full as may be thought fit from time to time in its absolute discretion.
- c. The decision of the Board of Directors with regard to all matters relating to this Code will be final and binding on all concerned.
- d. In case any provisions of this Code are contrary to or inconsistent with the provisions under the Regulations, the provisions of Regulations shall prevail.



SCHEDULE A
[See sub-regulation (1) of regulation 8]

Principles of Fair Disclosure for purposes of Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information:

1. Prompt public disclosure of unpublished price sensitive information that would impact price discovery no sooner than credible and concrete information comes into being in order to make such information generally available.
2. Uniform and universal dissemination of unpublished price sensitive unpublished price sensitive information to avoid selective disclosure.
3. Designation of a senior officer as a chief investor relations officer to deal with dissemination of information and disclosure of unpublished price sensitive information.
4. Prompt dissemination of unpublished price sensitive information that gets disclosed selectively, inadvertently or otherwise to make such information generally available.
5. Appropriate and fair response to queries on news reports and requests for verification of market rumours by regulatory authorities.
6. Ensuring that information shared with analysts and research personnel is not unpublished price sensitive information.
Developing best practices to make transcripts or records of proceedings of meetings with analysts and other investor relations conferences on the official website to ensure official confirmation and documentation of disclosures made.
7. Handling of all unpublished price sensitive information on a need-to- know basis.



SCHEDULE B
[SEE SUB-REGULATION (1) OF REGULATION 9]

**MINIMUM STANDARDS FOR CODE OF CONDUCT FOR COMPANIES TO REGULATE,
 MONITOR AND REPORT TRADING BY DESIGNATED PERSONS**

1. The Compliance Officer shall report to the board of directors 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, but not less than once in a year.
 - a. Details of Trading plans submitted by Insiders;
 - b. Details of pre-clearances given by the compliance officer and trades made against them;
 - c. Details of non-compliances, violation of the Regulations, contravention with the Code and Regulations such as trades without pre-clearances, contra trades, leakage of UPSI etc.;
 - d. Synopsis of regulatory amendments to the Regulations, if any;
 - e. Report on the functioning of Internal Committee to investigate the leakage of UPSI as a part of internal control process;
 - f. Creation/Revocation/Release of pledge of Securities
 - g. Changes made in the Code of Conduct / Fair Disclosures
 - h. Any other matter, the Compliance Officer considers material to be brought to the Notice of the Audit Committee/ Board of Directors of the Company.
 - i. leakage of any UPSI and the results of investigations conducted, if any.
2. All information shall be handled within the organisation on a need-to-know basis and no unpublished price sensitive information shall be communicated to any person except in furtherance of legitimate purposes, performance of duties or discharge of legal obligations. The code of conduct shall contain norms for appropriate Chinese Wall procedures, and processes for permitting any designated person to "cross the wall".
3. Designated Persons and immediate relatives of designated persons in the organisation shall be governed by an internal code of conduct governing dealing in securities.
4. (1) Designated persons may execute trades subject to compliance with these regulations. Towards this end, a notional trading window shall be used as an instrument of monitoring trading by the designated persons. The trading window shall 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. Designated persons and their immediate relatives shall not trade in securities when the trading window is closed.

 (2) Trading restriction period shall be made applicable from the end of every quarter till 48 hours after the declaration of financial results. The gap between clearance of accounts by audit committee and board meeting should be as narrow as possible and preferably on the same day to avoid leakage of material information.
5. The timing for re-opening of the trading window shall be determined by the compliance officer taking into account various factors including the unpublished price sensitive information in question becoming generally available and being capable of assimilation by the market, which in any event shall not be earlier than forty-eight hours after the information becomes generally available.
6. When the trading window is open, trading by designated persons shall be subject to pre-clearance by the compliance officer, if the value of the proposed trades is above such thresholds as the board of directors may stipulate
7. 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. He shall also have regard to whether any such declaration is reasonably capable of being rendered inaccurate.
8. The code of conduct shall specify any reasonable timeframe, which in any event shall not be more than seven trading days, within which trades that have been pre-cleared have to be executed by the designated person, failing which fresh pre-clearance would be needed for the trades to be executed.



9. The code of conduct shall specify the period, which in any event shall not be less than six months, within which a designated person who is permitted to trade shall not execute a contra trade. The compliance officer may be empowered to grant relaxation from strict application of such restriction for reasons to be recorded in writing provided that such relaxation does not violate these regulations. Should a contra trade be executed, inadvertently or otherwise, in violation of such a restriction, the profits from such trade shall be liable to be disgorged for remittance to the Board for credit to the Investor Protection and Education Fund administered by the Board under the Act. Provided that this shall not be applicable for trades pursuant to exercise of stock options.
10. The code of conduct shall stipulate such formats as the board of directors deems necessary for making applications for pre-clearance, reporting of trades executed, reporting of decisions not to trade after securing preclearance and for reporting level of holdings in securities at such intervals as may be determined as being necessary to monitor compliance with these regulations.
11. Without prejudice to the power of the Board under the Act, the code of conduct shall stipulate the sanctions and disciplinary actions, including wage freeze, suspension, recovery, clawback etc., that may be imposed, by the company required to formulate a code of conduct under sub-regulation (1) of regulation 9, for the contravention of the code of conduct.
12. The code of conduct shall specify that in case it is observed by the company required to formulate a code of conduct under sub-regulation (1) of regulation 9, that there has been a violation of these regulations, it shall inform the Board promptly.
13. 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 changes:
 - a. immediate relatives
 - b. persons with whom such designated person(s) shares a material financial relationship
 - c. 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
14. entities shall have a 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.



SCHEDULE C

[SEE SUB-REGULATION (1) AND SUB-REGULATION (2) OF REGULATION 9]
**MINIMUM STANDARDS FOR CODE OF CONDUCT FOR INTERMEDIARIES AND
 FIDUCIARIES TO REGULATE, MONITOR AND REPORT TRADING BY DESIGNATED
 PERSONS**

1. The compliance officer shall report to the board of directors or head(s) of the organisation (or committee constituted in this regard) and in particular, shall provide reports to the Chairman of the Audit Committee or other analogous body, if any, or to the Chairman of the board of directors or head(s) of the organisation at such frequency as may be stipulated by the board of directors or head(s) of the organization but not less than once in a year.
2. All information shall be handled within the organisation on a need-to-know basis and no unpublished price sensitive information shall be communicated to any person except in furtherance of legitimate purposes, performance of duties or discharge of legal obligations. The code of conduct shall contain norms for appropriate Chinese Wall procedures, and processes for permitting any designated person to "cross the wall".
3. Designated persons and immediate relatives of designated persons in the organisation shall be governed by an internal code of conduct governing dealing in securities.
4. Designated persons may execute trades subject to compliance with these regulations. Trading by designated persons shall be subject to pre-clearance by the compliance officer(s), if the value of the proposed trades is above such thresholds as the board of directors or head(s) of the organisation may stipulate.
5. The compliance officer shall confidentially maintain a list of such securities as a "restricted list" which shall be used as the basis for approving or rejecting applications for pre-clearance of trades.
6. Prior to approving any trades, the compliance officer shall seek declarations to the effect that the applicant for pre-clearance is not in possession of any unpublished price sensitive information. He shall also have regard to whether any such declaration is reasonably capable of being rendered inaccurate.
7. The code of conduct shall specify any reasonable timeframe, which in any event shall not be more than seven trading days, within which trades that have been pre-cleared have to be executed by the designated person, failing which fresh pre-clearance would be needed for the trades to be executed.
8. The code of conduct shall specify the period, which in any event shall not be less than six months, within which a designated person who is a connected person of the company and is permitted to trade in the securities of such company, shall not execute a contra trade. The compliance officer may be empowered to grant relaxation from strict application of such restriction for reasons to be recorded in writing provided that such relaxation does not violate these regulations. Should a contra trade be executed, inadvertently or otherwise, in violation of such a restriction, the profits from such trade shall be liable to be disgorged for remittance to the Board for credit to the Investor Protection and Education Fund administered by the Board under the Act. Provided that this shall not be applicable for trades pursuant to exercise of stock options.
9. The code of conduct shall stipulate such formats as the board of directors or head(s) of the organisation (or committee constituted in this regard) deems necessary for making applications for pre-clearance, reporting of trades executed, reporting of decisions not to trade after securing pre-clearance, and for reporting level of holdings in securities at such intervals as may be determined as being necessary to monitor compliance with these regulations.
10. Without prejudice to the power of the Board under the Act, the code of conduct shall stipulate the sanctions and disciplinary actions, including wage freeze, suspension, recovery, clawback etc., that may be imposed, by the intermediary or fiduciary required to formulate a code of conduct under sub regulation (1) and sub-regulation (2) of regulation 9, for the contravention of the code of conduct.
11. The code of conduct shall specify that in case it is observed by the intermediary or fiduciary required to formulate a code of conduct under sub regulation (1) or sub-regulation (2) of regulation 9, respectively, that there has been a violation of these regulations, such intermediary or fiduciary shall inform the Board promptly.
12. All designated persons shall be required to disclose name and Permanent Account Number or any other identifier authorized by law of the following to the intermediary or fiduciary on an annual basis and as and when the information changes:
 - a. immediate relatives
 - b. persons with whom such designated person(s) shares a material financial relationship
 - c. Phone, mobile, and cell numbers which are used by them

In addition, 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.
13. Intermediaries and fiduciaries shall have a 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.



SPECIMEN POLICY FOR DETERMINATION OF LEGITIMATE PURPOSES

“Legitimate purpose” shall include sharing of UPSI in the ordinary course of business on a need to know basis, with Company’s collaborators, lenders including prospective lenders, customers, suppliers, merchant bankers, legal advisors, auditors, credit rating agencies, insolvency professionals , Practicing Company Secretaries, Registered Valuers or other advisors, service providers or consultants, provided that such sharing has not been carried out with a view to evade or circumvent the prohibitions of the PIT Regulations. Whether sharing of UPSI for a particular instance tantamount to ‘legitimate purpose’ would entirely depend on the specific facts and circumstances of each case. Primarily, the following factors should be considered while sharing the UPSI:

- i) Whether sharing of such UPSI is in the ordinary course of business of the Company;
- ii) Whether sharing of such UPSI is in the interests of the Company or in furtherance of a genuine commercial purpose; and
- iii) Whether the nature of UPSI being shared is commensurate with the purpose for which access is sought to be provided to the recipient.

Any person in receipt of UPSI pursuant to a legitimate purpose shall be considered as an insider for the purpose of the PIT Regulations and due notice shall be given to such person which would inter alia include the following:

- The information shared is in the nature of UPSI, confidentiality of such UPSI must be maintained, and such UPSI must not be disclosed by the recipient in any manner except in compliance with the PIT Regulations.
- The recipient must not trade in the securities of the Company while in possession of UPSI.

Additionally, structured digital database of recipients of UPSI shall be maintained by the Company in compliance with the requirements of the PIT Regulations.



**SCHEDULE A
SPECIMEN CODE OF FAIR DISCLOSURE OF UPSI**

The Securities and Exchange Board of India had promulgated the SEBI (Prohibition of Insider Trading) Regulations, 2015 (hereinafter referred to as "PIT Regulations") on January 15, 2015. As per Regulation 8 read with Schedule A of the Regulations, every listed company is required to frame a Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information (hereinafter referred to as the 'Code') in order to make 'Unpublished Price Sensitive Information' (hereinafter referred to as 'UPSI') generally available.

The objective of this Code is to lay down the principles and practices to be followed by Polo Queen Industrial and Fintech Limited. (the Company) pertaining to disclosure of UPSI. The following Code was adopted by the Board of Directors of the company, at its meeting held on 24th June,,2021.

1. Applicability

This Code shall apply in relation to disclosure of UPSI by the Company. The scope, exceptions as given in PIT Regulations shall be applicable for the purpose of this Code as well.

2. Definitions

"Chief Investor Relations Officer" means such senior officer of the Company appointed by the Board of directors to deal with dissemination of information and disclosure of UPSI in a fair and unbiased manner.

3. Sharing of UPSI for legitimate purpose (refer Annexure-III)

4. Functions of Chief Investor Relations Officer

5. Disclosure Policy

The Company shall ensure:

- prompt public disclosure of UPSI that would impact price discovery no sooner than credible and concrete information comes into being in order to make such information generally available.
- uniform and universal dissemination of UPSI to avoid selective disclosure.
- if an Insider 'selectively' discloses any UPSI to any person including the Selected Group of Persons then prompt disclosure of such information shall have to be made by the Chief Investor Relations Officer to the public. Such disclosure must be made not later than 48 hours after the Chief Investor Relations Officer learns that communication of such UPSI has taken place.
- that information shared with analysts and research personnel is not UPSI.
- to develop best practices to make transcripts or records of proceedings of meetings with analysts and other investor relations conferences on the official website to ensure official confirmation and documentation of disclosures made.

6. Third Party Dealings

In order to avoid misrepresentation or misquoting, endeavour shall be made that at least two representatives of the Company are present in the meetings or conference calls with analysts, brokers or institutional investors. The transcripts of aforesaid conference calls or record of the proceedings of the meetings shall be made available on the website of the Company to ensure official confirmation and documentation of the information shared during such meetings and conference calls.

7. Response to Market Rumours and Queries

The Chief Investor Relations Officer shall provide appropriate and fair responses to queries in relation to UPSI including any news reports. A 'No Comment' policy must be maintained by the Company and the Chief Investor Relations Officer on market rumours except when requested by regulatory authorities to verify such rumours.

8. Need to know handling of UPSI:

The Company shall handle UPSI only on a need to know basis. UPSI shall be provided only when needed for legitimate purposes, performance of duties or discharge of legal obligations.

9. Dissemination: this Code shall be posted on the website of the Company.

10. Amendment: any amendment to this Code shall be approved by the Board of Directors of the Company.



ANNEXURE-V

**SPECIMEN OF INITIAL AND CONTINUAL DISCLOSURES
FORM A
SEBI (PROHIBITION OF INSIDER TRADING) REGULATIONS, 2015
[REGULATION 7 (1) (A) READ WITH REGULATION 6 (2) – INITIAL DISCLOSURE TO THE COMPANY]**

Name of the company: POLO QUEEN INDUSTRIAL AND FINTECH LIMITED
ISIN of the company: INE689M01017

Details of Securities held by Promoter, Key Managerial Personnel (KMP), Director and other such persons as mentioned in Regulation 6(2)

Name, PAN, CIN/ DIN & address with contact nos.	Category of Person (Promoters/ KMP / Directors / Immediate relative to / Others etc	Securities held as on the date of regulation coming into force		% of Shareholding
		Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	
1	2	3	4	5

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

Details of Open Interest (OI) in derivatives of the company held by Promoter, Key Managerial Personnel (KMP), Director and other such persons as mentioned in Regulation 6(2)

Open Interest of the Future contracts held as on the date of regulation coming into force			Open Interest of the Option Contracts held as on the date of regulation coming into force		
Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms	Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms
6	7	8	9	10	11

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

Name & Signature:
Designation:
Date:
Place:



FORM B
SEBI (PROHIBITION OF INSIDER TRADING) REGULATIONS, 2015[REGULATION 7 (1) (B) READ WITH
REGULATION 6(2) – DISCLOSURE ON BECOMING A KEY MANAGERIAL
PERSONNEL/DIRECTOR/PROMOTER/MEMBER OF THE PROMOTER GROUP]

Name of the company: POLO QUEEN INDUSTRIAL AND FINTECH LIMITED
 ISIN of the company: INE689M01017

Details of Securities held on appointment of Key Managerial Personnel (KMP) or Director or upon becoming a Promoter or member of the promoter group of a listed company and immediate relatives of such persons and by other such persons as mentioned in Regulation 6(2).

Name, PAN, CIN/DIN & address with contact nos.	Category of Person (KMP / Director or Promoter or member of the promoter group/ Immediate relative to/others, etc	Date of appointment of KMP/Director / OR Date of becoming Promoter/ member of the promoter group	Securities held at the time of appointment of KMP/Director or upon becoming Promoter or member of the promoter group		% of Shareholding
			Type of securities (For eg. – Shares, Warrants, Convertible Debentures, Rights entitlements, etc.)	No.	
1	2		3	4	5

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

Details of Open Interest (OI) in derivatives on the securities of the company held on appointment of KMP or Director or upon becoming a Promoter or member of the promoter group of a listed company and immediate relatives of such persons and by other such persons as mentioned in Regulation 6(2).

Open Interest of the Future contracts held at the time of appointment of Director/KMP or upon becoming Promoter/member of the promoter group			Open Interest of the Option Contracts held at the time of appointment of Director/KMP or upon becoming Promoter/member of the promoter group		
Contract specifications	Number of units (contracts * lot size)	Notional value in Rupee terms	Contract specifications	Number of units (contracts * lot size)	Notional value in Rupee terms
7	8	9	10	11	12

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

Name & Signature:

Designation:

Date:

Place:



FORM C
SEBI (PROHIBITION OF INSIDER TRADING) REGULATIONS, 2015
[REGULATION 7 (2) READ WITH REGULATION 6(2) – CONTINUAL DISCLOSURE]

Name of the Company: POLO QUEEN INDUSTRIAL AND FINTECH LIMITED
 ISIN of the Company: INE689M01017

Details of change in holding of Securities of Promoter, Member of the Promoter Group, Designated Person or Director of a listed company and immediate relatives of such persons and other such persons as mentioned in Regulation 6(2).

Name, PAN, CIN/DIN, & address with contact nos	Category of Person (Promoter/member of the promoter group/designated person/Director/s/immediate relative to/others etc.)	Securities held prior to acquisition / disposal		Securities acquired/Disposed				Securities held post acquisition/disposal		Date of allotment advice / acquisition of shares/sale of shares specify	Date of intimation to company	Mode of acquisition / disposal (on market /public / rights/preferential offer / off market / Inter-se transfer, ESOPs etc.)	Exchange on which the trade was executed	
		Type of securities (For eg. – Shares, Warrants, Convertible Debentures, Rights entitlements etc.)	No. and % of shareholding	Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No	Value	Transaction Type (Purchase/sale Pledge / Revocation / Invocation/ Others -please specify)	Type of securities (For eg. – Shares, Warrants, Convertible Debentures, Rights entitlement, etc.)	No. and % of shareholding					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

Note: (i) "Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.
 (ii) Value of transaction excludes taxes/brokerage/any other charges



Details of trading in derivatives on the securities of the company by Promoter, member of the promoter group, designated person or Director of a listed company and immediate relatives of such persons and other such persons as mentioned in Regulation 6(2)

Trading in derivatives (Specify type of contract, Futures or Options etc)						Exchange on which the trade was executed
Type of contract	Contract specifications	Buy		Sell		
15	16	17	18	19	20	21

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

Name & Signature:

Designation:

Date:

Place:



FORM D

**SEBI (PROHIBITION OF INSIDER TRADING) REGULATIONS, 2015 REGULATION
7(3) – TRANSACTIONS BY OTHER CONNECTED PERSONS AS IDENTIFIED BY THE COMPANY**

Details of trading in securities by other connected persons as identified by the company

Name, PAN, CIN/DIN, & address with contact nos. of other connected persons as identified by the company	Connection with company	Securities held prior to acquisition / disposal		Securities acquired/Disposed				Securities held post acquisition/disposal		Date of allotment advice/acquisition of shares/sale of shares specify		Date of intimation to company	Mode of acquisition / disposal (on market/public/rights/preferential offer / off market/ Inter-se transfer, ESOPs etc.)	Exchange on which the trade was executed
		Type of securities (For eg. – Shares, Warrants, Convertible Debentures, Rights entitlement, etc.)	No. and % of shareholding	Type of securities (For eg. – Shares, Warrants, Convertible Debentures, Rights entitlement, etc.)	No.	Value	Transaction Type (Purchase/Sale/Pledge/Revocation/Invocation/Other specify)	Type of securities (For eg. – Shares, Warrants, Convertible Debentures, Rights entitlement, etc.)	No. and % of shareholding	From	To			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

Note: (i) "Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.
(ii) Value of transaction excludes taxes/brokerage/any other charges

Details of trading in derivatives on the securities of the company by other connected persons as identified by the company

Trading in derivatives (Specify type of contract, Futures or Options etc)						Exchange on which the trade was executed
Type of contract	Contract specifications	Buy		Sell		
		Notional Value	Number of units (contracts * lot size)	Notional Value	Number of units (contracts * lot)	



					size)	
15	16	17	18	19	20	21

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

Name:

Signature:

Place:



ANNEXURE-VI

**SPECIMEN FORMAT OF APPLICATION FOR PRE-CLEARANCE
APPLICATION FOR PRE-CLEARANCE OF TRADES IN SECURITIES**

To
The Compliance Officer
POLO QUEEN INDUSTRIAL AND FINTECH LIMITED.

Dear Sir,

Pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015 and Code for Prevention of Insider Trading in Equity shares / securities of XYZ Ltd., I seek approval for purchase/sale/ subscription of the Securities (give description) of the Company as per the details given below:

1.	Name of the applicant	
2	Designation	
3	Relationship with the Applicant (Self/ Immediate Relative)	
4	Number of securities held as on date	
	Folio No. / DP ID / Client ID No.	
	The proposal is for	a) Purchase of securities (b) Subscription to securities (c) Sale of securities (d) Pledge
	Proposed date of trading in securities	
	Estimated number of securities proposed to be purchased/subscribed/sold/pledge	
	Current market price (as on date of application)	
	Whether the proposed transaction will be through stock exchange or off-market trade	
	Folio No. / DP ID / Client ID No. where the securities will be credited / debited	

I enclose herewith the Undertaking signed by me.

Date..... Signature.....

Place..... Name & Designation.....



ANNEXURE- VII

**SPECIMEN OF STRUCTURED DIGITAL DATABASE
(TO BE MAINTAINED BY THE COMPLIANCE OFFICER)**

Date of Entry:	UPSI Disclosure Number:
Shared with: (Drop down options) Collaborators/Auditors/ Lenders including Prospective Lenders/ /Customers/ Suppliers/ Merchant Bankers/ Legal Advisors/Credit Rating Agencies/ Insolvency professionals/ Service providers/ Consultant	Name of Entity: Name of Person: PAN Number: Other identifier:
Type of Sharing: (Drop down options) One Time Ongoing	
Date of Sharing:	Period of Sharing: (In case of ongoing sharing)
Mode of Sharing:	
Confidentiality Agreement: (Yes/No)	Date of Agreement:
Description of Agreement	
Confidentiality Intimation date:	
Purpose of Sharing:	
Information description	
Remarks	



ANNEXURE-VIII

(NOTE: THERE ARE TWO REQUIREMENTS I.E. INTIMATION ABOUT CONFIDENTIAL NATURE OF THE INFORMATION AND CONFIDENTIALITY AGREEMENT IN CASE OF DISCLOSURE FOR OPEN OFFER.)

THE SPECIMEN CONFIDENTIALITY LETTER IS AS UNDER:

Date: _____

To
Kind Attn:
Dear Sir,

This has reference to ----- ("Purpose"). As you are aware, the information being shared with ----- ("Recipient") and / or its partners, employees, representatives or agents ("Representatives") in connection with the Purpose includes Unpublished Price Sensitive Information.

In pursuance of the provisions of Regulation 3(2B) and other applicable provisions of Securities and Exchange Board of India (Prohibition of Insider Trading Regulations), 2015 ("PIT Regulations"), we hereby advise you that the confidentiality of the information shared / to be shared by the Company or its employees with Recipient or your Representatives or otherwise obtained by Recipient and / or Representatives in connection with the Purpose, shall be maintained in compliance with the PIT Regulations.

Kindly sign and return a copy of this letter in confirmation of your acceptance of the terms hereof.

This letter is in addition to the confidentiality agreement / undertaking executed by you on----- and / or any other confidentiality undertaking / agreement executed by you in favour of the Company in this regard.

Thanking You,
Yours' Sincerely,
For -----

Agreed and Accepted
For -
Signed.....



ANNEXURE-IX

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

[UNDER REGULATION 9A(5) OF SECURITIES AND EXCHANGE BOARD OF INDIA (PREVENTION OF INSIDER TRADING) REGULATIONS, 2015]

1. INTRODUCTION

This Policy and Procedure for Inquiry in case of Leak or Suspected Leak of Unpublished Price Sensitive Information ("Policy") has been formulated by Polo Queen Industrial and Fintech Limited ("Company") in pursuance of regulation 9A(5) of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 as amended ("Regulations") and shall be effective from -----.

2. PURPOSE

The Policy aims to provide a framework for inquiry in case of leak or suspected leak of Unpublished Price Sensitive Information. However, any instances of leak or suspected leak of Unpublished Price Sensitive Information reported under the Whistle Blower Policy of the Company shall be dealt with as per and under the Whistle Blower Policy of the Company.

3. DEFINITIONS

In this Policy, the following words and expressions, unless inconsistent with the context, shall bear the meanings assigned hereto:

"Competent Authority" means:

- (i) the Whole Time Director, in case of leak or suspected leak of UPSI involving any person other than the Director(s) of the Company;
- (ii) the Chairperson of the Audit Committee of the Company, in case of leak or suspected leak of UPSI involving any Director of the Company other than the Chairperson of the Audit Committee of the Company; and
- (iii) Chairperson of the Board of Directors of the Company, in case of leak or suspected leak of UPSI involving Chairperson of the Audit Committee of the Company;

"Unpublished Price Sensitive Information" or "UPSI" 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, delistings, disposals and expansion of business and such other transactions; and
- v) Changes in key managerial personnel.

The words and expressions used but not defined herein shall have the meanings as ascribed to them in the Regulations.

4. INQUIRY PROCEDURE

- i. The information/complaint(s) regarding leak or suspected leak of UPSI will be reviewed by the Competent Authority. If an initial review by the Competent Authority indicates that the said information/complaint has no basis or it is not a matter to be investigated under this Policy, it may be dismissed at initial stage and the decision shall be documented. All such cases shall be reported to the Audit Committee in its next meeting.
- ii. The Whole Time Director / CFO of the Company or the Chairperson of the Audit Committee or Chairperson of the Board of Directors may suo-moto initiate an inquiry under this Policy.



- iii. Where initial inquiry indicates that further investigation is necessary, the Competent Authority shall make further investigation in such matter and may, where necessary, provide an update to the Board of Directors in this regard. The Competent Authority may appoint one or more person(s)/entity(ies) (including external consultant(s)) to investigate or assist in the investigation of any instance of leak or suspected leak of UPSI and such person(s)/entity(ies) shall submit his / her/ their report to the Competent Authority. During the course of investigation, the Competent Authority or the person(s) / entity(ies) appointed by the Competent Authority, as the case may be, may collect documents, evidences and record statements of the person(s) concerned.
- iv. The investigation shall be a neutral fact-finding process. The Competent Authority shall endeavor to complete the investigation within 45 days of the receipt of the information / complaint of leak or suspected leak of UPSI or such instance coming to the knowledge of Competent Authority, as the case may be. Where the Competent Authority requires additional time to complete the inquiry, it may, where necessary, provide an interim update to the Board of Directors.

5. DOCUMENTATION AND REPORTING

The Competent Authority will make a detailed written record of investigation of each instance of leak or suspected leak of UPSI. The record will include:

- a) Facts of the matter
- b) Findings of the investigation.
- c) Disciplinary/other action(s) to be taken against any person.
- d) Any corrective actions required to be taken.

The details of inquiries made in these cases and results of such inquiries shall be informed to the Audit Committee and Board of Directors of the Company.

Further, the Company shall inform Securities and Exchange Board of India promptly of such leaks, inquiries and results of such inquiries.

6. AMENDMENT

The Board of Directors of the Company reserves the right to amend or modify this Policy in whole or in part, as it may deem appropriate.



ANNEXURE-X

REPORT BY (NAME OF THE COMPANY/INTERMEDIARY/FIDUCIARY) FOR VIOLATIONS RELATED TO CODE OF CONDUCT UNDER SEBI (PROHIBITION OF INSIDER TRADING) REGULATIONS, 2015

[FOR COMPANY: SCHEDULE B READ WITH REGULATION 9(1) OF SEBI (PROHIBITION OF INSIDER TRADING) REGULATIONS, 2015

[FOR INTERMEDIARY/FIDUCIARY: SCHEDULE C READ WITH REGULATION 9(1) AND 9(2) OF SEBI (PROHIBITION OF INSIDER TRADING) REGULATIONS, 2015]

Sr. No.	Particulars	Details
1	Name of the company/intermediary/Fiduciary	
2	Please tick appropriate checkbox Reporting in the capacity of : Company Intermediary Fiduciary	
3	Name of the Designated Person (DP) Name of the immediate relative of DP, if reporting is for immediate relative	
4	PAN of the DP PAN of the immediate relative of DP if reporting is for immediate relative.	
5	Designation of DP	
6	Functional Role of DP	
7	Whether DP is Promoter/Promoter Group/holding CXO level position (e.g. CEO, CFO, CTO etc.)	
8	Transaction details a) Name of the scrip b) No of shares traded (which includes pledge) and value (Rs) (Data-wise)	
9	In case of value of trade(s) is more than Rs. 10 lacs in a calendar quartera) date of intimation of trade(s) by concerned DP/director/ promoter/ promoter group to Company under regulation 7 of SEBI (Prohibition of Insider Trading) Regulations, 2015 b) Date of intimation of trade(s) by Company to stock exchanges under regulation 7 of SEBI (Prohibition of Insider Trading) Regulations, 2015	
10	Details of violations observed under SEBI (Prohibition of Insider Trading) Regulations, 2015	
11	Action taken by company /Intermediary/ Fiduciary	
12	Reasons recorded in writing for taking action stated above	
13	Details of the previous instances of violations, if any, since last financial year	
14	Any other relevant information	

Yours faithfully

Date and Place Name and signature of Compliance Officer

PAN:

Email ID:

Mobile Number:



SCHEDULE D
[SEE REGULATION 7B]

**FORM FOR INFORMANT'S VOLUNTARY INFORMATION DISCLOSURE TO
BE SUBMITTED TO THE BOARD.**

Note: For submission of information through a legal representative, the redacted copy of the Form expunging information that may identify the Informant shall be submitted by the legal representative without expunging any information relating to the legal representative and the details relating to the violation of securities laws.

*Indicates that the required field is non-mandatorily, remaining fields are mandatory.

I. PERSONAL INFORMATION OF THE INFORMANT		
A. INDIVIDUAL I: Last Name :	First Name :	Title:.....
Address:	City / State:	PIN:
Telephone (with State Code):	Mobile:	E-Mail address:
Employment Details*:	Permanent Account Number, if available:	
II. LEGAL REPRESENTATIVE (where applicable)		
Last Name:.....	First Name :	Title:.....
Firm Name (if not self-employed):		
Contact address :	City / State:	PIN:
Residence address:	City / State:	PIN:
Telephone (with State Code):	Mobile:	E-Mail address:
Bar Council Enrolment Number:		
III SUBMISSION OF ORIGINAL INFORMATION		
1. Is it a violation of securities laws? Yes / No		
2. If yes to question (1), please describe the type of violation		
3. Has the violation: Occurred / Occurring / Potential to occur in future		
4. If the violation has occurred, date of occurrence: dd/mm/yy (in case exact date is not known, an approximate period may be entered)		
5. Have the individual(s) or their representatives had any prior communication(s) or representations with the Board concerning this matter? Yes (Details thereof) / No		
6. Does this violation relate to an entity of which the individual is or was an officer, director, counsel, employee, consultant or contractor? Yes (Details thereof) / No		
7. If yes to question (6), was the original information submitted first to your Head or internal legal and compliance office? Yes / No		
8. If yes question (7), then please provide, Date of submission of original information: dd/mm/yy		
9. Please describe in detail why you think the information submitted is a violation?		
10. What facts or supporting material is your allegation based on? Please attach any additional documents to this form, if necessary.		
11. Identify any documents or other information in your submission that you believe could reasonably be expected to reveal your identity and explain the basis for your belief that your identity would be revealed if the documents were disclosed to a third party.		
12. Provide details of connection amongst the Informant, the company whose securities are involved and the person against whom information is being provided:		
IV. DECLARATION		
I/we hereby declare that,-		
A. I/we have read and understood the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015;		
B. I/we accept that mere furnishing of information by me/us does not by itself confer on me/us right to get reward and that I/we may not get any Reward at all. I/we would be bound by the decisions that the authority competent to grant reward may take;		
C. I/we accept that the Securities and Exchange Board of India is under no obligation to enter into any correspondence regarding action or inaction taken as a result of my/our information.		
D. I/we accept that the reward would be an ex-gratia payment which, subject to the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, shall be granted at the absolute discretion of the competent authority. The decision of the authority shall be acceptable to me/us and I/ we shall not challenge it in any litigation, appeal,		



adjudication, etc. E. In the event of my/our death before the reward paid to me/us, it may be paid to (Details of nominee)

F. I/we declare that the information contained herein is true, correct and complete to the best of my/our knowledge and belief and not obtained from the categories of persons indicated in sub-regulation (2) and sub-regulation (6) of regulation 7G of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and agree to indemnify the Board in case it is not so found.

I/we fully understand that I/we may be subject to action under securities laws as well as Section 182 of the Indian Penal Code, 1860 and ineligible for Reward if, in my/our submission of information or in any other dealings with the Board, I/we knowingly and wilfully make any false, fictitious, or fraudulent statements or representations, or use any false writing or document knowing that the writing or document contains any false, fictitious, or fraudulent statement.

Signature:..... Date: dd/mm/yy

Place:

V. CERTIFICATE BY LEGAL REPRESENTATIVE (where the information is submitted through legal representative)

I hereby certify as follows,-

(a) I have reviewed the completed and signed Voluntary Information Disclosure Form for completeness and accuracy and the information contained therein is true, correct and complete to the best of my knowledge;

(b) I have irrevocable consent from the Declarant, to provide to the Securities and Exchange Board of India, the original Voluntary Information Disclosure Form in the event of a request for it from the Securities and Exchange Board of India due to concerns that the Informant has not complied with these regulations or where the Securities and Exchange Board of India requires the said information for the purpose of verification for declaring any gratuitous reward to the Informant or where the Securities and Exchange Board of India determines that it is necessary to seek such information to accomplish the purpose of the Securities and Exchange Board of India Act including for the protection of investors, sharing with foreign securities regulators and foreign and Indian law enforcement agencies, etc.;

(c) I am and shall continue to be legally obligated to provide the original Voluntary Information Disclosure Form without demur within seven (7) calendar days of receiving such request from the Securities and Exchange Board of India.

Signature:.....

Date: dd/mm/yy

Place:



DISCLOSURE OF TRANSACTIONS
(TO BE SUBMITTED WITHIN 2 WORKING DAYS OF TRANSACTION / TRADING IN
SECURITIES OF THE COMPANY)

To,
The Compliance Officer,
POLO QUEEN INDUSTRIAL AND FINTECH LIMITED

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)
- (strike out whichever is not applicable)

Name of Designated Person	
Designation	
PAN	
Email Id	
Contact No.	
<i>If the trade was effected in the name of Immediate Relative</i>	
Name of Immediate Relative	
Nature of Relationship	
PAN	
<i>Details of Pre-clearance approved:-</i>	
Type of Transaction for which pre-clearance was applied	
No. of Shares for which pre-clearance was applied	
Pre-clearance approved for (No. of security & date of Approval)	
<i>Details of Transaction executed</i>	
No. of Securities bought/sold	
DP ID/Client ID/Folio Number	
No. of Securities held prior to the date of transaction Price at which the transaction executed	
Reasons, if transaction not executed or if executed for lower quantity	
Total number of Securities held after acquisition / sale	

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

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



I 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 Rules and/or applicable laws/regulations have been contravened for effecting the above said transactions(s).

Signature:

Name:

Designation:

Employee id:

Date:



ANNEXURE – B

STATEMENT OF HOLDING AT THE TIME OF PRE-CLEARANCE

Date

To,
The Compliance Officer
POLO QUEEN INDUSTRIAL AND FINTECH LIMITED

Dear Sir,

1. Detail of shareholding of *Director / officer / designated person held in *his / her own name:

No. of Securities held	*DP ID & Client ID / Nature of transaction for which approval No. of Securities Folio No.	Nature of transaction for which approval N is sought	No. of Securities to be dealt

2. Details of Securities held by immediate relatives:

Name of relative	Relationship held	No. of Securities	*DP ID & Client ID / Folio No.	Nature of transaction for which approval is sought	No. of Securities to be dealt

I / we declare that I / we have complied with the requirement of the minimum holding period. Signature :

Name :

Designation :

Department :



INTIMATION FOR SHARING OF UPSI

To,
The Compliance Officer,
POLO QUEEN INDUSTRIAL AND FINTECH LIMITED

Pursuant to SEBI (Prohibition of Insider Trading) Regulations, 2015 and the Company's Internal Code of Conduct for Prevention of Insider Trading, I hereby inform that I am in possession of Unpublished Price Sensitive Information (UPSI) which I am sharing with the following person or entity, the details of which are given below:

1	Name of person or entity with whom UPSI is being shared	
2	Permanent Account Number (PAN) of person or entity with whom UPSI is being shared	
3	Purpose of sharing of UPSI	

Copy of Confidentiality and Non-Disclosure Agreement signed with the Party is enclosed.

Signature:
Name:
Designation:
Employee id:
Date:



APPLICATION FOR APPROVAL OF TRADING PLAN

To
The Compliance Officer
POLO QUEEN INDUSTRIAL AND FINTECH LIMITED

Dear Sir,

I, _____, in my capacity as _____ of the Company hereby submit the trading plan with respect to dealing in securities of the Company for a total period of 12 months from _____ to _____.

DP ID/ Client ID / Folio No.	Type of security	No. of Securities held (as on date)	Nature of Trade (Buy/ Sell)	Proposed Date/time period of trade	No. /total amount of securities proposed to be traded

With respect to the above trading plan, I hereby undertake that I shall:

- i. Not entail commencement of trading on behalf of the insider earlier than 6 months from the public disclosure of the plan.
- ii. Not entail trading for the period between the 20th 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 financial results for the said period;
- iii. Not commence the trading as per above plan if the Unpublished Price Sensitive Information which is in my possession at present, do not comes into public domain till the time of commencement of trading plan & shall defer the commencement of trading plan till such information becomes generally available.
- iv. Not tender any other trading plan for the period for which the above trading plan is already in force; and
- v. Not entail trading in securities for market abuse

Date..... Signature.....

Place..... Name & Designation.....



ANNEXURE - E

MONTHLY CONFIRMATION OF DEAL

Date

To,
The Compliance Officer
Polo Queen Industrial and Fintech Limited

Dear Sir,
I confirm that the dealing in securities of Polo Queen Industrial and Fintech Limited for which the approval was granted, was completed as per the details given below:

Date of application for pre-clearance	Date of approval	Date of completion of transaction	No. of securities *purchased / sold	*DP ID & Client ID / Folio No.

Signature :

Name :

Designation :

Department :

* Strikeout whatever is not applicable



APPLICATION FOR RELAXATION OF PERIOD IN CASE OF CONTRA TRADE

To, The Compliance Officer
Polo Queen Industrial and Fintech Limited

Date

Dear Sir,

I request you to allow me to enter into a contra trade before the expiry of six months for the following reasons:
.....
.....
..... I had
purchased/ sold the Securities on _____.

Thanking you,
Yours faithfully,
Signature :
Name :
Designation :
Department :



ANNEXURE G

(CONFIRMATION OF NON-EXECUTION OF TRADE BY DESIGNATED PERSON (S) UNDER CODE FOR PROHIBITION OF INSIDER TRADING)

From: _____
Shri/Smt: _____
Address: _____
PAN No. _____
Designation: _____
Employee Code: _____

To Compliance Officer
Dear Sir,

Date:

Sub: Non execution of Trade – pursuant to the preclearance approval. With reference to the above, I would like to submit that following trades have not been executed by me pursuant to the pre-clearance obtained from the compliance officer vide the letter dated _____.

Thanking you
Yours faithfully
(Signature)



QUARTERLY STATEMENT OF TRANSACTIONS IN SECURITIES

FOR THE QUARTER ENDED _____ Date: _____

Company Secretary/Compliance Officer

Polo Queen Industrial and Fintech Limited.

1. QUARTERLY STATEMENT OF TRANSACTIONS IN SECURITIES BY DESIGNATED PERSON HELD IN *HIS/ HER OWN NAME

No. of shares held on 1st day of the quarter (opening balance)	No. of shares bought during the quarter	No. of shares sold during the quarter	No. of shares held on last day of the quarter (closing balance)	*Folio No./ Client ID & DP ID No.

2. QUARTERLY STATEMENT OF TRANSACTIONS IN SECURITIES BY IMMEDIATE RELATIVE

Name of relative PAN No and address of relative	Relationship N	No. of shares held on 1st day of the Quarter (opening balance)	No. of shares bought during the quarter	No. of shares sold during the quarter	No. of shares held on the last day of the quarter (closing balance)	*Folio No./ Client ID & DP ID No.

I/We declare that I/We have complied with the requirement of the minimum holding period of 30 days with respect to the shares sold.

Signature :

Name :

Designation :

Department :

* Strikeout whatever is not applicable



ANNEXURE- 1

ONE TIME DISCLOSURE TO THE COMPANY BY DESIGNATED PERSONS

Name of the Company: Polo Queen Industrial and Fintech Limited
 ISIN of the Company INE689M01017

1. DETAILS OF DESIGNATED PERSON

Name, & address, PAN, contact nos.	Category of Person (Promoters/KMP / Directors/ Immediate Relatives to / others etc.)	Details of the Educational Institution from which Designated Person has graduated			Full names of past employers
		Name of Institution	Course	Year of Passing	

2. DETAILS OF IMMEDIATE RELATIVES

Name and Address of Immediate Relative	Relationship with Designated Person	PAN of Immediate Relative	Landline No. of Immediate Relative	Mobile / Cell No. of Immediate Relative

3. DETAILS OF PERSON WITH WHOM DESIGNATED PERSON SHARES MATERIAL FINANCIAL RELATIONSHIP*

Name and Address of Person with whom the Designated Person shares Material Financial Relationship	Relationship, if any	PAN of Person with whom the Designated Person shares Material Financial Relationship	Landline No. of Person with whom the Designated Person shares Material Financial Relationship	Mobile / Cell No. of Person with whom the Designated Person shares Material Financial Relationship

* "Material Financial Relationship" means 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.

Name :

Signature :

Designation :

Date :



ANNEXURE 2

Specimen of Confidentiality Agreement with Persons to whom UPSI is disclosed for Legitimate Purpose

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is executed at _____ (name of the city) on this _____ (day) of _____ (month) of _____ (year) .

BY AND BETWEEN:

Polo Queen Industrial And Fintech Limited, a company incorporated with CIN L72200MH1984PLC094539 and having its registered office at 304, A to Z Industrial Estate, Ganpatrao Kadam Marg, Lower Parel, Mumbai- 400013 (hereinafter referred to as the "Disclosing Party"), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns);

AND

Mr./Mrs. _____, aged _____, having permanent account number _____ and residing at _____ (hereinafter referred to as the "Recipient") (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his or her legal heirs and authorised representatives.)

The Disclosing Party and the Recipient shall individually be referred to as a "Party" and collectively be referred to as the "Parties".

RECITALS

- A. The Disclosing Party is a limited company whose securities are listed.
- B. The Recipient is _____ (indicate the relationship of the Recipient with the Disclosing Party)
- C. In connection with _____ (indicate the legitimate purpose for which the UPSI is being provided).
- D. Pursuant to the legitimate Purpose, the Parties are entering into this Agreement in order to record the terms and conditions on the basis of which the Disclosing Party will provide the Confidential Information to the Recipient for ensuring the confidentiality thereof.

NOW THEREFORE, IN CONSIDERATION OF THE BELOW MENTIONED CONDITIONS AND COVENANTS, THE ADEQUACY OF WHICH THE PARTIES ACKNOWLEDGE, IT IS AGREED AS FOLLOWS:

1. "Confidential Information" shall mean all confidential and proprietary, technical, financial, business information, and processes or methodologies of the Disclosing Party or of _____ [If information is being shared in respect of a party other than the Disclosing Party, please specify the name of such entity.], disclosed by the Disclosing Party to the Recipient on or after the date of this Agreement in connection with the legitimate Purpose in whether verbal, written, graphics, visual or electronic mode, which is or may be related in any way to the business or any material or non-material fact not publicly released, whether marked as confidential or not.
2. The Recipient:
 - i. shall hold in strict confidence and shall not disclose any Confidential Information to any person whatsoever. The Recipient shall use such Confidential Information only for the evaluation and/or the legitimate purpose and shall not use or exploit such Confidential Information solely for its own benefit or the benefit of another without the prior written consent of the Disclosing Party.
 - ii. and the spouse of such Recipient and parents, siblings and children of such Recipient or of the spouse, who are either financially dependent on the Recipient or consult the Recipient in taking decisions relating to trading in securities its ("Immediate Relatives") shall take all measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information.
 - iii. at any time upon the Disclosing Party's written request, shall promptly destroy all documents (or copies thereof) containing Confidential Information provided to it or created by it during the term of this Agreement without retaining any copies thereof.
 - iv. agree not to (without obtaining the Disclosing Party's prior written consent) disclose the Disclosing Party's interest, participation or involvement in the evaluation of, discussions or negotiations undertaken in connection with the legitimate purpose in any manner whatsoever.
 - v. agrees not to disclose any Confidential Information to its Immediate Relatives unless such relative has also executed a similar agreement with the Company.



3. Limitation

The Recipient shall have no further obligations, if such Confidential Information:

- a. is already in the public domain at the time of the Disclosing Party's communication thereof to the Recipient; or
 - b. has entered the public domain through no fault of or breach by the Recipient, of any contractual obligation, subsequent to the time of the Disclosing Party's communication thereof to the Recipient; or
 - c. is required to be disclosed by the Recipient to comply with applicable laws or government regulations, order of a court or judicial/regulatory authority; provided that the Recipient seeks the consent of the Disclosing Party for such disclosure and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.
4. The Recipient agrees that the Disclosing Party shall remain the exclusive owner of the Confidential Information.
 5. The Recipient acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of the Confidential Information and the Disclosing Party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
 6. The Recipient acknowledges that some or all of the Confidential Information disclosed under this Agreement may constitute "unpublished price sensitive information" under applicable law. Consequently, each of the Recipient and its representatives that have had access to the Confidential Information may be deemed to be an "Insider" under applicable law. The Recipient agrees and acknowledges that it is obligated to and shall ensure that its Representatives are compliant with applicable law in respect of the Confidential Information disclosed by the Disclosing Party to the Recipient.
 7. The Recipient shall indemnify and hold harmless the Disclosing Party for and against any and all claims, actions, demands, proceedings, damages, losses, fees, penalties, expenses, costs (including attorneys' and advisors costs) and liabilities arising out of or in connection with any breach of this Agreement by the Recipient.
 8. The obligations under this Agreement shall survive in perpetuity.
 9. Miscellaneous.
 - (a). This Agreement supersedes all prior agreements, (if any) written or oral, between the Disclosing Party and the Recipient relating to the Legitimate Purpose or subject matter of this Agreement.
 - (b) No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialled by all the signatories to this Agreement.
 - (c) If any clause of this Agreement or the application of such clause is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected.
 - (d) This Agreement shall be construed and interpreted in accordance with the laws of India and courts in Mumbai shall have exclusive jurisdiction to resolve or adjudicate in respect of any differences/ disputes that may arise from or under this Agreement.

IN WITNESS WHEREOF, the signatories have executed this Agreement as on the day and the year first hereinbefore written.
Signed Sealed and Delivered

For and on behalf of Polo Queen Industrial And Fintech Limited

Name:

Authorised Signatory
In presence of
Signed Sealed and Delivered
By

Name:
In presence of



ANNEXURE 3:

ANNUAL DISCLOSURE

(TO BE SUBMITTED BY ALL DESIGNATED PERSON(S) BY 30TH APRIL OF EACH FINANCIAL YEAR)

To,
The Compliance Officer,
POLO QUEEN INDUSTRIAL AND FINTECH LIMITED

I, the Promoter, Director, Designated Employee or any other person* furnish below the details of transaction(s) in the Securities/Shares, during the financial year _____ as well as shareholding as on 31st March 20 ____.

Name, Designation & Emp. No.:

Department:

Date of Joining/ becoming the Promoter, Director, Designated Employee or any other person*:

I. Details of transaction/shareholding in own name

No. of Shares of PQIF held as on 01.04.20 ____	PAN or any other identifier authorized by Law	Phone and Mobile No.	Details of Shares of PQIF purchased during the year		Details of Shares of PQIF sold during the year		No. of shares of PQIF Sheld as on 31.03.20 ____	Folio No./ DPID & Client ID
			No	Value	No	Value		

II. Details of transaction / Shareholding of immediate relatives* as follows:

Immediate Relative	Name	PAN or any other identifier authorized by Law	Phone and Mobile No.	No. of Shares of PQIF held as on 01.04.20 ____	Details of Shares purchased during the year		Details of Shares sold during the year		No. of Shares of PQIF held as on 31-03-20__	Folio No./ DPID & Client ID
					No	Value	No	Value		
Spouse										
Mother*										
Father*										
Brother										
Sister(s)*										
Son(s) (including step son(s))*										
Daughter(s) (including step Daughter(s))*										

*"Immediate Relative" of a person means a spouse of a person, and includes parent, sibling and child of that person or his or her spouse, if any of them are either dependent financially on such person or consults such person in taking decisions relating to trading in securities.

Name	PAN or any other identifier authorized by Law	Phone and Mobile No.

Note- 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 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.

I declare that the above information is correct and that no provisions of the Company's Rules and/or applicable laws/regulations have been contravened in furnishing the information.

Signature:

Name:

Date:

Place:

Note: The above information shall be disclosed annually before 30th April each financial year and within 30 days of any change thereof.



ANNEXURE 4:

ANNUAL DISCLOSURE TO THE COMPANY BY DESIGNATED PERSONS

Name of the Company: Polo Queen Industrial and Fintech Limited
ISIN of the Company INE689M01017

1. DETAILS OF DESIGNATED PERSON

Name, & address, PAN, contact nos.	Category of Person (Promoters/KMP / Directors/ Immediate Relatives to / others etc.)	Details of the Educational Institution from which Designated Person has graduated			Full names of past employers
		Name of Institution	Course	Year of Passing	

2. DETAILS OF IMMEDIATE RELATIVES

Name and Address of Immediate Relative	Relationship with Designated Person	PAN of Immediate Relative	Landline No. of Immediate Relative	Mobile / Cell No. of Immediate Relative

3. DETAILS OF PERSON WITH WHOM DESIGNATED PERSON SHARES MATERIAL FINANCIAL RELATIONSHIP*

Name and Address of Person with whom the Designated Person shares Material Financial Relationship	Relationship, if any	PAN of Person with whom the Designated Person shares Material Financial Relationship	Landline No. of Person with whom the Designated Person shares Material Financial Relationship	Mobile / Cell No. of Person with whom the Designated Person shares Material Financial Relationship

* "Material Financial Relationship" means 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.

Name :

Signature :

Designation :

Date :

Disclosure in the above format is to be given by the Designated Person within 30 days of close of each financial year on an annual basis and as and when the information changes.

