

CODE OF CONDUCT TO REGULATE, MONITOR AND REPORT INSIDER TRADING

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1. BACKGROUND

Trading in securities of a company by Designated Persons (*defined below*) and their Immediate Relatives (*defined below*) based on Unpublished Price Sensitive Information (“UPSI”) erodes the investors’ confidence in the integrity of the management and is unhealthy for the capital markets. To put in place a framework for prohibition of insider trading in securities and to strengthen the legal framework relating thereto, the Securities and Exchange Board of India (“SEBI”) has notified the SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time (“PIT Regulations”). In compliance with Regulation 9 of the PIT Regulations, the Board of Directors of the Company has adopted this Code of Conduct to Regulate, Monitor and Report Insider Trading (“Code”).

2. DEFINITIONS

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

“Act” means the Securities and Exchange Board of India Act, 1992, as amended from time to time.

Board” means the board of directors of the Company.

“Code” means this Code of Conduct to Regulate, Monitor and Report Insider Trading, as amended from time to time.

“Companies Act” means the Companies Act, 2013 and rules made thereunder, as amended from time to time.

“Compliance Officer” means the Compliance Officer appointed pursuant to Clause 4 of this Code.

“Connected Person” shall mean:

- (a) any person who is or has been during the six months prior to the concerned act, associated with the Company, in any capacity, directly or indirectly, including the following, that allows such person, directly or indirectly, access to UPSI or is reasonably expected to allow such access:
- 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.
- (b) Persons deemed to be a Connected Person: The persons falling within the following categories shall be deemed to be connected persons unless the contrary is established:
- a Relative of Connected Persons specified in point (a) above;
 - a holding company or associate company or subsidiary company;
 - an intermediary as specified in Section 12 of the Act or an employee or director thereof;
 - an investment company, trustee company, asset management company or an employee or director thereof;
 - an official of a stock exchange or of clearing house or corporation;
 - 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;
 - 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;
 - an official and/or employee of a self-regulatory organization recognized or authorized by the Board;
 - a banker of the Company; or
 - a concern, firm, trust, Hindu undivided family, company or association of persons wherein a director of the Company or his Relative or banker of the Company, has more than ten per cent, of the holding or interest; or
 - a firm or its partners or its employees in which a connected person specified in point (a) above is also a partner; or
 - a person sharing household or residence with a connected person specified in point (a) above.

“**Designated Person(s)**” shall include:

- a) Directors, Promoters and members of the Promoter Group;
- b) The Chief Executive Officer/ Joint Managing Director(s) and employees up to two levels below the Chief Executive Officer/ Joint Managing Director(s) of the Company and its material subsidiary (*as defined in the Company’s Policy for Determination of Material Subsidiary*);
- c) Key Managerial Personnel (*as defined in the Companies Act*) of the Company;
- d) Such employees of the Company and its Material Subsidiary who have access to UPSI such as all employees in the Finance & Accounts, Legal, Secretarial & Compliance, Investor Relations, Communications and Media Communications departments;
- e) Any support staff of the Company such as IT staff or secretarial staff who have access to UPSI;
- f) Any other person who on the basis of their role and function in the Company, is reasonably expected to have access to unpublished price sensitive information(s) relating to the Company, as may be decided by the Chairman/ Joint Managing Director(s)/ Compliance Officer of the Company, from time to time; and
- g) Immediate relatives of the persons specified in (a) to (f) above.

“**Director**” shall mean and include a member of the Board of Directors of the Company.

“**Ethics Committee**” shall mean the ethics committee as constituted by the Company.

“**Employee(s)**” shall mean and include all employees of the Company (whether or not on probation).

“**Generally Available Information**” means information that is accessible to the public on a non-discriminatory basis and shall not include unverified events or information reported in print or electronic media.

“**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.

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

“**Insider**” means any person who is: (i) a Connected Person; or (ii) in possession of or having access to Unpublished Price Sensitive Information.

“**PIT Regulations**” means the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time.

“**Promoter**” shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, or any modification thereof.

“**Promoter Group**” shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, or any modification thereof.

“**Relative**” shall mean the following:

- (a) spouse of the person;
- (b) parent of the person and parent of its spouse;
- (c) sibling of the person and sibling of its spouse;
- (d) child of the person and child of its spouse;
- (e) spouse of the person listed at point (c) above; and
- (f) spouse of the person listed at point (d) above.

“**Reward**” means any gratuitous monetary amount for which an Informant is declared eligible as per the provisions of the PIT Regulations.

“**TBO Tek Securities**” or “**Securities of the Company**” shall include equity shares and any other security of the Company.

“**Trading**” means and includes subscribing, redeeming, switching, buying, selling, dealing, or agreeing to subscribe, redeem, switch, buy, sell, deal in any securities, and “**trade**” shall be construed accordingly.

“**Trading day**” means a day on which recognized stock exchanges are open for trading.

“**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, de-listings, disposals and expansion of business award or termination of order/contracts not in the normal course of business and such other transactions; changes in key managerial personnel, other than due to superannuation or end of term, and resignation of a Statutory Auditor or Secretarial Auditor;
- (v) change in rating(s), other than ESG rating(s);
- (vi) fund raising proposed to be undertaken;
- (vii) agreements, by whatever name called, which may impact the management or control of the company;
- (viii) fraud or defaults by the company, its promoter, director, key managerial personnel, or subsidiary or arrest of key managerial personnel, promoter or director of the company, whether occurred within India or abroad;
- (ix) resolution plan/ restructuring or one time settlement in relation to loans/borrowings from banks/financial institutions;

- (x) admission of winding-up petition filed by any party /creditors and admission of application by the Tribunal filed by the corporate applicant or financial creditors for initiation of corporate insolvency resolution process against the company as a corporate debtor, approval of resolution plan or rejection thereof under the Insolvency and Bankruptcy Code,;
- (xi) initiation of forensic audit, by whatever name called, by the company or any other entity for detecting mis-statement in financials, misappropriation/ siphoning or diversion of funds and receipt of final forensic audit report;
- (xii) action(s) initiated or orders passed within India or abroad, by any regulatory, statutory, enforcement authority or judicial body against the company or its directors, key managerial personnel, promoter or subsidiary, in relation to the company;
- (xiii) outcome of any litigation(s) or dispute(s) which may have an impact on the company;
- (xiv) giving of guarantees or indemnity or becoming a surety, by whatever named called, for any third party, by the company not in the normal course of business;
- (xv) granting, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals.
- (xvi) Such other information as determined by the Joint Managing Director(s) /Chief Financial Officer/Compliance Officer from time to time

“**Legitimate Purpose**” shall include sharing of Unpublished Price Sensitive Information in the ordinary course of business by an Insider with partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, consultants, or other advisors, provided that such sharing has not been carried out to evade or circumvent the prohibitions of the PIT Regulations.

Terms not specifically defined herein shall have the same meaning as assigned to them in the PIT Regulations or other applicable laws.

3. PURPOSE

This Code has been formulated to regulate, monitor and ensure reporting of trading by the Designated Persons and Immediate Relatives of Designated Persons as defined in the Code from time to time.

4. COMPLIANCE OFFICER

The Board shall designate a senior level officer, who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under the PIT Regulations, to be the Compliance Officer for the purpose of the PIT Regulations and this Code.

The Compliance Officer shall be responsible under the overall supervision of the Board of the Company for:

- (i) compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of UPSI.
- (ii) maintaining a database of the violations of this Code by Designated Persons and Immediate Relatives of Designated Persons.
- (iii) assisting the Board in identifying the Designated Persons to be covered by this Code on the basis of their role and function in the Company and the access to UPSI that such role and function would provide to the Designated Persons in addition to seniority and professional designation.
- (iv) pre-clearing of trades of Designated Persons and their Immediate Relatives.

- (v) reviewing trading plans to assess whether the plan would have any potential for violating the PIT Regulations, seeking undertakings as may be necessary, approving and monitoring the implementation of the plan.
- (vi) monitoring trades of Designated Persons and their Immediate Relatives, and the implementation of codes specified under the PIT Regulations.
- (vii) providing reports to the chairman of the Audit Committee of the Company or to the chairman of the Board on a quarterly/half-yearly/annual basis on the compliance status and such other additional reports as the situations may warrant.

The Compliance Officer shall administer the Code and other requirements under the PIT Regulations and facilitate the Designated persons in addressing any clarifications regarding the PIT Regulations and this Code.

5. PRESERVATION OF UNPUBLISHED PRICE SENSITIVE INFORMATION

Employees and Designated Persons shall maintain the confidentiality of all UPSI on a “need to know” basis. They shall not pass on UPSI to any person, including to other employees, directly or indirectly, except in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.

If, in the performance of duties, it becomes necessary for the Designated Person to disclose any UPSI to any person outside the Company, e.g., advisors, auditors, consultants, lawyers merchant bankers, etc., the Designated Person shall ensure that the concerned advisor, auditor, consultant, lawyer, merchant banker, etc., executes an agreement in the prescribed format set out in **Form ‘E’** hereto with the Company.

Notice shall be given to such people regarding restrictions on communication of UPSI and on trading while in possession of UPSI.

Files containing confidential information shall be kept secure. Computer files must have adequate security of login and password etc.

To prevent the misuse of confidential information, the Company has laid down Chinese Wall procedures which separate those areas of Company that routinely have access to confidential information, considered "Inside Areas" from those which provide support services and teams of sales and marketing, considered "Public Areas". Employees within a Chinese Wall shall be responsible to ensure the Chinese Wall is not breached deliberately or inadvertently. Employees should take care to ensure that UPSI is not posted on IT systems that are available outside specific Inside Areas (e.g. Intranet). Known or suspected breaches of the Chinese Wall must be referred to the Compliance Officer immediately.

The establishment of Chinese Walls is not intended to suggest that UPSI can circulate freely within Inside Areas. The ‘need-to-know’ principle shall be fully in effect within Inside Areas. In exceptional circumstances, Employees from the Public Areas may be allowed to ‘cross the wall’ and given UPSI by following the ‘need-to-know’ principle, under intimation to the Compliance Officer.

The Compliance Officer would duly record reasons for crossing the wall in writing. Such persons shall be made aware of the duties and responsibilities attached to the receipt of UPSI, and the liability that attaches to misuse or unwarranted use of such information. Further, the Company shall:

- a) Identify the list of Insider who have access to UPSI or are in receipt of UPSI for legitimate purposes.
- b) Maintain digital database containing the nature of UPSI, names of persons who have shared the information, names of such persons or entities as the case may be with whom information is shared.
- c) Such database shall contain the following information:
 - (i) Name of the persons/entiy(ies) who have shared the information along with their PAN or any other valid identifier authorized by the law where PAN is not available
 - (ii) Name of the person/ entity(ies) with whom UPSI is shared, along with their PAN or any othervalid identifier authorized by the law where PAN is not available.
 - (iii) Such a database shall not be outsourced and shall be maintained internally with adequate internal controls, with time stamping and audit tails to ensure non-tampering of the data.
- d) The Board shall ensure that the structured digital database is preserved for a period of not less than eight years after completion of the relevant transactions and in the event of receipt of information from SEBI with respect to any investigation or enforcement proceedings, the relevant information in the structured digital database shall be preserved till the completion of such proceeding.
- e) The Compliance Officer shall ensure that the Structured Digital Database maintained by the Company is in compliance with Regulation 3(5) of the PIT Regulations and shall periodically review the database to ensure completeness, accuracy, time stamping and auditability of the entries.

Note: Employees and Designated Persons shall ensure that UPSI is not stored or transmitted through personal email accounts, unsecured devices, social media platforms or unauthorized cloud storage systems. All UPSI shall be handled only through secure systems approved by the Company.

6. RESTRICTION ON TRADING

All Designated Persons shall be subject to the trading restrictions as enumerated below:

(A) TRADING WINDOW

The period prior to declaration of UPSI is particularly sensitive for transactions in Securities of the Company. This sensitivity is due to the fact that the Designated Persons will, during that period, often possess UPSI.

The Company shall specify a trading period, to be called the "Trading Window", for trading in the Securities of the Company. Trading window shall mean a notional trading window which shall be used as an instrument of monitoring trading by 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 TBO Tek Securities to which such Unpublished Price Sensitive Information relates.

During the Trading Window closure, the Designated Persons will have to forego the opportunity of trading in the Securities of the Company. The Designated Persons and their Immediate Relatives of the Company shall not deal in the Securities of the Company when the trading window is closed. The period during which the trading window is closed shall be termed as the prohibited period.

Designated Persons shall not trade in any Securities of the Company from the end of every quarter and ending 48 (Forty-Eight) hours after the public release of earnings data for such quarter.

Additionally, the Board shall specify a time for commencement of closing of Trading Window at the time of:

- (a) Declaration of dividends (interim and final);
- (b) Issue of securities by way of public/ rights/ bonus issue etc.;
- (c) Any major expansion plans or execution of new projects;
- (d) Amalgamation, mergers, takeovers and buy back;
- (e) Disposal of whole or substantially whole of the undertaking; and
- (f) Any material changes in policies, plans or operations of the Company.

The period of closure of the Trading Window, shall be effective from the date on which the Company sends intimation to the stock exchange advising the date of the Board meeting, up to 48 (Forty-Eight) hours after the UPSI is submitted to the stock exchange/ made public.

All Designated Persons of the Company shall conduct all their dealings in the securities of the Company only when the Trading Window is open and shall not deal in any transaction involving the purchase or sale of the Company's securities during the prohibited periods or during any other period as may be specified by the Company from time to time.

The Compliance Officer, after considering various factors including the UPSI in question becoming generally available and being capable of assimilation by the market, shall decide the timing for re-opening of the trading window. In any event such re-opening shall not be earlier than forty-eight hours after the information becomes generally available.

The Trading Window restrictions shall not apply to the following:

- (a) Off-market *inter-se* transfer between Insiders who were in possession of the same UPSI without being in breach of PIT Regulations (provided such UPSI was not obtained in terms of Regulation 3(3) of the PIT Regulations), and both the parties had made a conscious and informed trade decision, provided further that such off-market trades shall be reported by the Insiders to the Company within two working days;

- (b) Transaction carried out through block deal window mechanism between persons who were in possession of UPSI without breach of PIT Regulations (provided such UPSI was not obtained in terms of Regulation 3(3) of the PIT Regulations) and both the parties had made a conscious and informed trade decision;
- (c) Transaction carried out pursuant to statutory or regulatory obligation to carry out a bona fide transaction;
- (d) Trades pursuant to trading plans set up in accordance with PIT Regulations;
- (e) Pledge of shares for a bona fide purpose such as raising of funds;
- (f) Transaction undertaken pursuant to the exercise of stock options in respect of which the exercise price was pre-determined in compliance with applicable regulations; and
- (g) Transactions undertaken in accordance with respective regulations made by SEBI such as acquisition by conversion of warrants or debentures, subscribing to rights issue, further public issue, preferential allotment or tendering of shares in a buy-back or open offer, delisting offer or transactions which are undertaken through such other mechanism as may be specified by SEBI from time to time.

If any of the transactions mentioned above are proposed to be undertaken when the trading window is closed, such transaction may be undertaken subject to compliance with all applicable regulations notified by SEBI from time to time and subject to obtaining pre-clearance from the compliance officer.

In the case of Connected Person the onus of establishing, that they were not in possession of UPSI shall be on such Connected Person and in other cases, the onus would be on the SEBI.

(B) PRE-CLEARANCE OF TRADES

Any Designated Person of the Company, who intends to trade in Securities of the Company (either own or through their Immediate Relatives) i.e., buy or sell Securities during the period when the Trading Window is open and if the value of the Securities likely to be traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value exceeding market price of INR 10,00,000 (Indian Rupees Ten Lakhs only), shall be required to pre-clear the transactions as per the pre-dealing procedure as described hereunder.

An application for pre-clearance of trade shall be made in the format set out in **Form D**, and containing the prescribed undertaking to the Compliance Officer. The Compliance Officer shall either clear the requested deal or decline to clear the requested deal within 7 (Seven) working days of the receipt of the application in the prescribed **Form D**. In case the clearance is declined, the Compliance Officer shall assign reasons in writing for doing so.

The Designated Persons shall carry out their order within the permitted period for trading in the Securities as given in the pre-clearance letter and the permitted period in any case shall not be more than 7 (Seven) trading days. If the order is not executed within the permitted period, the Designated Person must report the decision of not trading after securing pre-clearance in **Form 'D1'** and the Designated person may apply for fresh pre-clearance.

Designated Persons, despite having received pre-clearance for any proposed trade, must refrain from trading if they come into possession of UPSI or if the Trading Window is closed.

Trading Plans: The Designated Person shall be entitled to formulate a trading plan and present it to the Compliance Officer for approval and public disclosure pursuant to which trade may be carried out on his/ her behalf in accordance with such plan. Such approved trading plan shall:

- (a) not entail commencement of trading on behalf of the Insider earlier than 120 (One Hundred Twenty) calendar days from the public disclosure of the plan;
- (b) not entail overlap of any period for which another trading plan is already in existence;
- (c) set out the following parameters for each trade to be executed:
 - i) either the value of trade to be effected or the number of securities to be traded;
 - ii) nature of the trade;
 - iii) either specific date or time period not exceeding five consecutive trading days;
 - iv) price limit, that is an upper price limit for a buy trade and a lower price limit for a sell trade, subject to the range as specified below:
 - for a buy trade: the upper price limit shall be between the closing price on the day before submission of the trading plan and upto twenty percent higher than such closing price;
 - for a sell trade: the lower price limit shall be between the closing price on the day before submission of the trading plan and upto twenty percent lower than such closing price;
- (d) not entail trading in Securities of the Company for market abuse.

The Compliance Officer may consult with the Joint Managing Directors on a case-to-case basis, prior to approving any Trading Plan.

The Compliance Officer shall review the trading plan to assess whether the plan would have any potential for violation of the PIT 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. Trading Window norms and the requirement of seeking pre-clearance of trades shall not be applicable for trades executed as per an approved trading plan.

The trading plan once approved shall be irrevocable and the Designated Person shall mandatorily have to implement the plan, without being entitled to either execute any trade in the Securities of the Company outside the scope of the trading plan or to deviate from it except due to permanent incapacity or bankruptcy or operation of law.

The Compliance Officer shall approve or reject the trading plan within two trading days of receipt of the trading plan and notify the plan to the stock exchanges on which the Securities of the Company are listed, on the day of approval.

The implementation of the trading plan shall not be commenced if any UPSI in possession of the Insider at the time of formulation of the plan has not become Generally Available Information at the time of the commencement of implementation.

The non-implementation (full/partial) of trading plan, due to either reasons enumerated above or failure of execution of trade due to inadequate liquidity in the scrip, must be informed to the Compliance Officer within two trading days of end of tenure of the trading plan with reasons thereof and supporting documents, if any. The Compliance Officer shall place such information along with his/ her recommendation to accept or reject the submissions of the Insider, before the Audit Committee in the immediate next meeting. The Audit Committee shall decide whether such non-implementation (full/partial) was bona fide or not. The decision of the Audit Committee shall be notified by the Compliance Officer on the same day to the stock exchanges on which the securities are listed. In case the Audit Committee does not accept the submissions made by the Insider, then the Compliance Officer shall take action as per the Code of Conduct.

(C) RESTRICTION ON CONTRA TRADE

Designated Persons who buy or sell any number of Securities of the Company shall not execute a contra trade i.e. sell or buy any number of Securities of the Company during the next 6 (Six) months following the prior transaction. This restriction shall not apply to shares acquired through exercise of employee stock options. The Compliance Officer is 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.

Inadvertently or otherwise, if any trade is executed in violation of the contra trade 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.

The Designated Person shall not take a position in derivative transactions in the Securities of the Company at any time.

7. REPORTING REQUIREMENTS FOR TRANSACTIONS IN SECURITIES OF THE COMPANY

The persons mentioned below will be required to make the following disclosures to the Compliance Officer:

- (a) Initial Disclosure: Every person, within 7 (Seven) days of appointment as a Key Managerial Personnel or a Director of the Company or within 7 (Seven) days of becoming a Promoter or member of the Promoter Group, shall make a disclosure in **Form 'A'** for the holding of the TBO Tek Securities held by them and their Immediate Relatives on their date of appointment or on becoming a Promoter or member of the Promoter Group.

All holdings of securities of the Company by Designated Persons, upon being identified as a Designated Person shall be disclosed within 30 days as detailed in **Form 'AB'**, including any changes to the information previously disclosed in **Form 'AB'**.

- (b) Continual Disclosures: Every Promoter, member of the Promoter Group, Designated Person and Director of the Company shall disclose the number of 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 INR 10,00,000 (Indian Rupees Ten lakh) as per **Form 'B'** or in such form and manner as may be specified by SEBI from time to time.
- (c) The Compliance officer may, at its discretion require any other Insider/ Connected Person to make disclosures of holdings and trading in securities of the Company as per **Form 'C'** at such frequency as may be deemed necessary in order to monitor compliance with these SEBI PIT Regulations.
- (d) Annual disclosures as on 31st day of March, each year as per **Form 'F'** within a period of 30 days from the closure of each financial year.
- (e) Any off-market trade shall be reported by the Insiders to the Company within two working days.

The Compliance Officer shall maintain records of all the declarations in appropriate forms given by the Designated Persons for a minimum period of five years.

The Compliance Officer is authorized to amend the Forms specified in the policy, as and when SEBI amends the forms, through circular / notification / enactment/ order, from time to time.

8. MECHANISM ON INTERNAL CONTROL

The Joint Managing Directors or such other analogous person of the Company, in consultation with the Compliance Officer and other relevant members of the Company's senior management, shall put in place and take steps to maintain adequate and effective system of internal controls in place for compliance with PIT Regulations to prevent insider trading, including as prescribed in the PIT Regulations. Further, the Board shall ensure that the requirements are met by such persons under the said regulations.

- a) To ensure adequate and effective system of internal controls are in place in line with the PIT Regulations, following procedures shall be followed:
 - (i) All Employees who have access to UPSI are identified as Insider;
 - (ii) All the UPSI shall be identified and its confidentiality shall be maintained as per the requirements of PIT regulations;
 - (iii) Adequate restrictions shall be placed on communication or procurement of UPSI as required under PIT Regulations;
 - (iv) List of all Employees and other persons with whom UPSI is shared shall be maintained and confidentiality agreements shall be signed or notice shall be served to all such Employees and persons;
 - (v) All other relevant requirements specified under the PIT Regulations shall be complied with; and

- (vi) Periodic process review to evaluate the effectiveness of such internal controls shall be conducted.
- (vii) The Company shall conduct periodic awareness programs and training sessions for Designated Persons and Employees to ensure compliance with the PIT Regulations and this Code.
- (viii) The Company shall also take steps to create awareness amongst its employees to enable them to report instances of leak of any UPSI

The Audit Committee of the Company shall review compliance with the provisions of PIT Regulations and this Code at least once in a financial year and verify that the systems of internal controls are adequate and are operating effectively.

- b) Documents to be shared by Designated Persons with the Company
Every Designated Person shall disclose names, PAN or any other identifier authorized by law such as Aadhar/ passport Copy, and the telephone/ mobile numbers of the following persons to the Company, on joining as well as on an annual basis and as and when information changes in **Form 'F1'**:
- i) Immediate Relatives;
 - ii) Persons with whom such Designated Persons share a material financial relationship; and
 - iii) Phone, mobile and cell numbers which are used by them.

Further, names of educational institutions from which Designated Persons have graduated and names of past employers must be disclosed to the Company on a one-time basis.

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

9. OTHER RESTRICTIONS

The Company shall not discharge, terminate, demote, suspend, threaten, harass, either directly or indirectly, or discriminate against any Employee who files a Voluntary Information Disclosure Form under the PIT Regulations, irrespective of whether the information is considered or rejected by SEBI or he or she is eligible for a Reward under the PIT Regulations, by reason of: (a) filing a Voluntary

Information Disclosure Form under the PIT Regulations; (b) testifying 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 the insider trading laws, or in any manner aiding the enforcement action taken by the Board; (c) breaching any confidentiality agreement or provisions of any terms and conditions of employment or engagement solely to prevent any employee from cooperating with SEBI in any manner.

For the purpose of this clause, 'Employee' shall mean 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 the PIT Regulations and is a director, partner, regular or contractual employee, but does not include an advocate.

It is further clarified that the Company does not require any Employee to establish that: (a) SEBI has taken up any enforcement action in furtherance of information provided by such person; or (b) the information provided fulfils the criteria of being considered as an 'original information' under the PIT Regulations. No Employee that has filed a Voluntary Information Disclosure under the PIT Regulations will be required to notify the Company of such filing or seek its prior permission or consent or guidance of any person engaged by the Company, as the case may be, before or after such filing.

10. PROCEDURE FOR INQUIRY IN CASE OF LEAK OF UPSI OR SUSPECTED LEAK OF UPSI

For details, please refer to the Company's Policy on procedure for inquiry in case of leak/ suspected leak of UPSI.

11. PENALTY FOR CONTRAVENTION OF THE CODE

- (a) Designated Person shall be individually responsible for complying with the provisions of the Code (including to the extent the provisions hereof are applicable to his/her dependents).

Any Designated Person who trades in securities or communicates any information for trading in securities, in contravention of this Code may be penalized and appropriate action may be taken by the Company.

- (b) The Joint Managing Directors, in consultation with the Compliance Officer, may adopt a sanction framework for taking appropriate action in case the Designated Persons contravene this Code. The Compliance Officer, in consultation with the Chief Financial Officer, shall report the violations of this Code to the Board.
- (c) The Compliance Officer shall report all the breaches of this Code to the Board. In the event of a breach of the PIT Regulations, the Company shall promptly inform the stock exchanges where Securities of the Company are traded, in such form and manner as may be specified by SEBI from time to time.
- (d) Designated Persons who violate the Code may also be subject to disciplinary action by the Company, which may include wage freeze, suspension, recovery, ineligibility for future participation in employee stock option plans, etc. Any amount collected under this shall be remitted to SEBI for credit to the Investor Protection and Education Fund administered by SEBI under the Act.
- (e) The Compliance Officer shall also maintain a database of the violation of the Code by Designated Persons and immediate relatives of Designated Persons that would entail initiation of appropriate action against them.

12. CONFLICT IN CODE

In the event of any conflict between this Code and the provisions contained in Applicable Laws and/or any other laws, the latter shall prevail.

13. AMENDMENTS

Any change in the Code shall be approved by the Board. The Board shall have the right to withdraw and/or amend any part of this Code or the entire Code, at any time, as it deems fit, or from time to time, and the decision of the Board in this respect shall be final and binding. Any subsequent amendment/ modification in the Applicable Laws and/or any other laws notified in this regard shall automatically apply to this Code and the Company Secretary & Compliance Officer and the Chief Financial Officer are severally authorized to give effect to such amendment/ modification in this Code.

14. VERSION HISTORY

Version	Effective Date	Author	Approver / Reviewer
1.0	November 24, 2021	Neera Chandak - Company Secretary & Compliance Officer	Board of Directors at its meeting held on November 24, 2021
2.0	November 12, 2024	Neera Chandak - Company Secretary & Compliance Officer	Board of Directors at its meeting held on November 12, 2024
3.0	December 06, 2024	Neera Chandak - Company Secretary & Compliance Officer	Board of Directors at its meeting held on February 12, 2025
4.0	May 28, 2026	Neera Chandak - Company Secretary & Compliance Officer	Board of Directors at its meeting held on May 28, 2026

FORM A

Securities and Exchange Board of India (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]

To
The Compliance Officer
TBO Tek Limited

ISIN of the company: INE673O01025

Dear Sir,

Details of Securities of the Company 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 security (For eg. – Shares, Warrants, Convertible Debentures Rights entitlements, etc.)	No.	
1	2	3	4	5	6

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

Details of Open Interest (OI) in derivatives 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 Promoter group			Open Interest of the Option Contracts held at the time of appointment of Director/KMP or upon becoming Promoter/member of 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 AB

Initial Disclosure Form

(Initial Disclosure of shareholding in TBO Tek Limited at the time of joining or at the time of being promoted as Designated Person)

S. No.	Particulars			
1.	Name			
2.	Employee Code			
3.	PAN (in case PAN is not available, any other identifier authorized by law)			
4.	Designation			
5.	Location			
6.	Contact Nos.			
7.	Email Id			
8.	Qualification			
9.	Educational Institution of Graduation			
10.	Details of Past Employment (Name of the past employer/ organization along with period of employment)			
11.	Date of declaration			
12.	Details of Securities held in the Company			
a.	Held by the Designated Person			
	No. of Securities	Type of Security	Folio No(s), if held in physical form:	If held in demat form
				DP ID
				Client ID
b.	Held by the Immediate Relative / person with whom Designated Person shares Material Financial Relationship			
	Name of Immediate Relative			
	Relationship			
	PAN (in case of PAN is not available, any other identifier authorized by law)			
	No. of Securities	Type of Security	Folio No(s), if held in physical form:	If held in demat form
				DP ID
				Client ID

Note:

- Immediate Relative means a spouse of a person and includes, parent, sibling and their children or of the spouse, any of whom is either dependent financially on them, or consults them in taking decisions relating to Trading in Securities.
- 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 from a designated person during the immediately preceding 12 months, equivalent to at least 25% of such payer's annual income but shall exclude relationship in which payment is based on arm's length transaction.

.....
Signature

FORM B

Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 [Regulation 7 (2) read with Regulation 6(2) – Continual disclosure]

To
The Compliance Officer
TBO Tek Limited

ISIN of the company: INE673O01025

Dear Sir,

Details of change in holding of Securities of the 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/ Directors/ 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/ disposal 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, Rights entitlements etc.)	No.	Value	Transaction Type (Purchase/ Sale/ Pledge/ Revocation/ Invocation/ others, please specify)	Type of security (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 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
		Buy		Sell		
Type of contract	Contract specifications	Notional Value	Number of units (contracts * lot size)	Notional Value	Number of units (contracts * lot size)	
16	17	18	19	20	21	22

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

Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 [Regulation 7 (3) - Transactions by Other connected persons as identified by the company]

To,
The Compliance Officer,
TBO Tek Limited

ISIN of the company: INE673O01025

Dear Sir,
Details of trading in securities by other connected persons as identified by the company read with the TBO Tek Limited Code of Conduct to Regulate, Monitor and Report Insider Trading and Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, the details of change in shareholding and/ or positions in derivatives in the company, is specified hereunder:

Name, PAN CIN/DIN & address with contact nos. of other connected persons as identified by the company	Connection with the Company	Securities held prior to acquisition/disposal		Securities Acquired/Disposed				Securities held post-acquisition/disposal		Date of allotment advice/ acquisition of shares/ disposal 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, Rights entitlements etc.)	No.	Value	Transaction Type (Purchase/ Sale/ Pledge/ Revocation/ Invocation/ others, please specify)	Type of security (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 tradewas executed
		Buy		Sell		
Type ofcontract	Contract specifications	Notional Value	Number of units (contracts * lot size)	Notional Value	Number of units (contracts * lot size)	
16	17	18	19	20	21	22

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

Name & Signature:

Designation:

Employee code:

Date:

Place:

FORM D

(Application and Undertaking for pre-clearance of trade by Designated Person(s) under the Code of Conduct to Regulate, Monitor and Report Insider Trading – Applicable for (a) trading beyond the market value of aggregate transactions exceeding INR 10,00,000 (Indian Rupees Ten Lakhs only), and (b) transactions which are exempt from Trading Window restrictions subject to pre-clearance in terms of the Code of Conduct to Regulate, Monitor and Report Insider Trading.)

From:
Shri/Smt: _____
Address: _____

***Designation:** _____
***Employee Code:** _____
 *(Applicable to employees only)

To,
 The Compliance Officer,
 TBO Tek Limited

Date:

Dear Sir,

Ref: Pre-Clearance of Trades

I/My immediate relatives Shri/Smt _____, having PAN no. _____ intend to deal in equity shares of the Company for which I /On behalf of my Immediate Relative request pre-clearance of the trade.

The particulars of intended trade are as under:

S. NO.	DETAILS OF THE PROPOSED TRADE	INFORMATION PROVIDED BY DECLARANT
01	Number of shares proposed to be Traded	
02	Demat account details	DP ID: Client ID:
03	Nature of Trade	*Buy / Sale / Pledge
04	Depository for this Trade	*NSDL / CDSL
05	Trade is proposed to be carried out by	
06	Mine / My Immediate Relatives current holding	

My undertaking for the purpose of pre-clearance is furnished herein below. This is to request you to pre-clear the proposed trade.

I/My Immediate Relative is aware that I/ We have to execute the order in respect of securities of the company within 7 trading days of the approval of pre-clearance is given.

If the order is not executed within the 7 trading days, I shall report with reasons for non-execution in Form D1.

Thanking You

Signature:

Name:

UNDERTAKING

I on my own behalf / On behalf of my immediate relatives (we) do hereby solemnly state as under:

- (a) That I/We do not have any access nor have we received “Unpublished Price Sensitive Information” up to the time of signing this undertaking (**Not applicable where pre-clearance is sought during trading window closure for transactions which are exempt from trading window restrictions in terms of clause 6(A) of the Code of Conduct to Regulate, Monitor and Report Insider Trading**)
- (b) That in case I/We get access to or receive “Price Sensitive Information” after the signing of this undertaking but before the execution of the transaction I/We shall inform the Compliance officer of the change in my /our position and that I/We would completely refrain from dealing in the securities of the company till the time such information becomes public. (**Not applicable where pre-clearance is sought during trading window closure for transactions which are exempt from trading window restrictions in terms of clause 6(A) of the Code of Conduct to Regulate, Monitor and Report Insider Trading**)
- (c) That I have not entered into an opposite transaction i.e. purchased / sold any number of shares during the preceding six months prior to the proposed transaction.
- (d) That I/We have not contravened the Code of Conduct to Regulate, Monitor and Report Insider Trading, as notified by the Company from time to time.
- (e) That I/We have made a full and true disclosure in the matter.

Given under my hand this _____ day of _____, _____

(SIGNATURE)

Note: This form to be filed for self and immediate relative, separately.

FORM D1

**(Confirmation of non-execution of trade by Designated Person(s) under
Code of Conduct to Regulate, Monitor and Report Insider Trading)**

From:

Shri/Smt: _____

Address: _____

PAN No. _____

Designation: _____

Employee Code: _____

To,
The Compliance Officer
TBO Tek Limited

Date:

Dear Sir,

Sub: Non execution of Trade – pursuant to the pre-clearance 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)

Name:

FORM E

Agreement for Confidentiality and Non-dealing in TBO Tek Limited

Date:

To,

TBO Tek Limited
[Address]

Dear Sir,

We have agreed to appoint you as our advisor/ consultant / collaborator/ partner/ bankers/ auditor/ merchant banker/ customer/ supplier/ professionals/ share transfer agent in respect of our business and in this connection would provide you from time to time various information related to TBO Tek Limited (“**TTL**”) and/or its group, material subsidiary/ies and/or associate company/ies (hereinafter collectively referred to as “**TBO Tek Limited**”) which is not available to the general public or is proprietary in nature (such oral or written information and all copies of, extracts from, analysis and other materials based on, containing or otherwise reflecting such information shall herein be referred to as the “**Information**”). As a condition to you being furnished with any Information and as consideration for such, you (the “**Recipient**”) agree as follows:

- (1) (a) Non-disclosure: Recipient recognizes and acknowledges the competitive value of the Information and the damage that could result from the disclosure thereof to third parties. Accordingly, the Recipient agrees to keep the Information strictly confidential and Recipient will not, without the prior written consent of TTL, disclose the Information to any third party in any manner whatsoever, in whole or in part, except that Recipient may disclose the Information to those of Recipient’s directors, officers, employees, agents or other representatives (collectively, “**Representatives**”) who (i) need to know the Information for the purpose for which the Recipient has been appointed; (ii) have been informed of the confidential nature of the Information; and (iii) have agreed in writing to keep the Information confidential and be bound by the terms of this Agreement as if they were parties hereto. The Recipient agrees to be responsible for and to indemnify TTL and its representatives against any breach by any of Recipient’s Representatives of the matters referred to herein.

(b) Restrictions on Use: The Information will not, without the prior written consent of TTL, be used by Recipient or its Representatives, directly or indirectly, for any purpose other than the purpose for which the Recipient has been appointed and such use shall absolutely cease at the request of TTL. In addition, Recipient hereby acknowledges that Recipient is aware (and, if applicable, that Recipient’s Representatives have been advised) that Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (“**PIT Regulations**”) prohibit any person, who has material non-public information about a company, from purchasing or selling securities of such

company or from communicating such information to a third party under circumstances in which it is reasonably foreseeable that such third party is likely to purchase or sell such securities.

(c) Return of Information: Upon the request of TTL, the Recipient shall, and shall cause its Representatives to, promptly return all Information to TTL, without retaining any copies, summaries or extracts thereof. In the event of such request, all documents, analysis, compilations, studies or other materials prepared by Recipient or its Representatives that contain or reflect Information shall be destroyed and no copy thereof shall be retained (such destruction to be confirmed in writing by a duly authorized officer of the Recipient). Notwithstanding the return or destruction of the Information, the Recipient and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder. With respect to those portions of the Information that consist of analysis, compilations, studies or other materials prepared by Recipient or its Representatives, TTL may, in its sole discretion, permit the retention of such Information for evidentiary purposes. Notwithstanding such retention, Recipient and its Representatives shall continue to be bound by their obligations of Confidentiality and other obligations hereunder.

For purpose of this Agreement, the term “Information” shall not include such portions of the Information that (i) are or become generally available to the public other than as a result of disclosure by Recipient or its Representatives; (ii) become available to Recipient on a non-confidential basis from a source not subject to a confidentiality obligation to TTL, whether by contractual, legal or fiduciary obligation or otherwise; or (iii) were, as evidenced by written records or other documentation satisfactory to TTL, in Recipient’s possession on a non-confidential basis prior to TTL’s disclosure to Recipient.

- (2) Without TTL’s prior written consent, Recipient shall not and Recipient shall cause each of its Representatives not to, directly or indirectly, alone or in concert with others deal in Securities of TTL or encourage any third party to deal in Securities of TTL. The term “Securities of TTL” shall mean and include the equity shares of TTL and such other securities issued by TTL and listed on any recognized stock exchange. The term “deal” used herein shall mean to subscribe, buy, sell or agreeing to subscribe, buy, sell or deal, directly or indirectly, in Securities of TTL by any person either as principal or agent.
- (3) In the event that the Recipient or its Representatives are requested or become legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, investigative demand or similar process) to disclose any of the Information, Recipient and its Representatives will promptly provide TTL with written notice so that TTL may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or waiver, Recipient or its Representatives are, in the opinion of TTL’s counsel, legally compelled to disclose such Information to any tribunal or else, in the opinion of TTL’s counsel, stand liable for contempt or suffer other censure or penalty, Recipient or its Representatives will furnish only that portion of the Information which is legally

required to be furnished and each will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to such Information.

- (4) If the Recipient is a person who is required to handle unpublished price sensitive information relating to listed companies in the course of business operations, the Recipient undertakes to furnish a declaration to TTL confirming that it has formulated and has in effect an internal code of conduct for governing dealing in securities as specified under regulation 9(2) read with Schedule B of the PIT Regulations.
- (5) If the Recipient does not have in effect a code of conduct as specified in clause 4 above, the Recipient agrees to furnish a list of all persons who will be allowed access to the Information, along with the following information regarding such persons:-
 - (a) details of immediate relatives (as defined in the PIT Regulations) of such persons;
 - (b) persons with whom such persons shares a material financial relationship (the term “material financial relationship” shall mean a relationship in which one person is a recipient of any kind of payment such as by way of a loan or gift during the immediately preceding twelve months, equivalent to at least 25% of such payer’s annual income but shall exclude relationships in which the payment is based on arm’s length transactions);
 - (c) phone and mobile numbers used by such persons;
 - (d) their PAN (where PAN is not available, Aadhar / Passport copies or any other identifier authorized by law);
 - (e) educational institutions from which designated persons have graduated; and
 - (f) names of their past employers.

Further, the Recipient agrees to keep TTL informed of any changes to the information furnished above.

- (6) The Recipient hereby agrees that monetary damages could be only a part remedy for any breach or threatened breach of this Agreement by the Recipient or its Representatives. In addition to the money damages, TTL shall be entitled, without the requirement of posting a bond or other security, to specific performance and injunctive or other equitable relief in the event of any such breach or threatened breach, in addition to all remedies available to TTL at law or in equity. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that the Recipient has breached this Agreement, then the Recipient shall be liable and pay TTL legal fees and expenses incurred by TTL in connection with such litigation, including any appeals therefrom.
- (7) The Recipient further agrees to indemnify, defend, and hold harmless TTL and its affiliates and all directors, officers, employees, agents, advisors or other representatives thereof (each an “**Indemnified Person**”) from and against any losses, claims, damages or liabilities arising out of a breach or alleged breach of this Agreement and to reimburse each Indemnified Person for all costs and expenses (including counsel fees) incurred in connection therewith. Such indemnity agreement

shall be in addition to any other liabilities that may be available to any Indemnified Person.

If you agree to the terms and conditions of this Agreement, please indicate your acceptance by signing and returning to the undersigned the duplicate copy of this Agreement.

For TBO Tek Limited

Name:

Designation:

Agreed to as of the date first written above:

Name:

Designation:

FORM F

Annual Disclosure from Designated Person (s) under the Code of Conduct to Regulate, Monitor and Report Insider Trading

From:
Shri/Smt: _____
Address: _____

***Designation:** _____
***Employee Code:** _____

*(Applicable to employees only)

To,
 The Compliance Officer,
 TBO Tek Limited
 Dear Sir,

Date:

SUB: PERIODIC STATEMENT OF MY SHARE HOLDING IN THE COMPANY

In terms of the requirement of the Code of Conduct to Regulate, Monitor and Report Insider Trading, for periodic disclosure the detail of my holding is furnished herewith:

Period of disclosure	Number of shares held by me as on 1 st April, 202____	Number of shares bought during the year ended 31 st March, 202____	Number of shares sold during the year ended 31 st March, 202_	Number of shares held as on 31 st March/ 202_____	Folio No./ Client ID/ DP ID
Annual					

I/We declare that I/We have not entered into an opposite transaction i.e. purchased/sold any number of shares during the preceding six months prior to any transaction in the shares of the Company.

Thanking You,
 (SIGNATURE)

Name:

Note: This disclosure is required to be given for annual returns as of 31st March each year. The disclosure should be made before 25th April each year.

Form F1

Material Financial Relationship under the Code of Conduct to Regulate, Monitor and Report Insider Trading

From:
Shri/Smt: _____
Address: _____
Mobile Number _____
Names of educational institutions from which graduated: _____
Names of past employers _____
PAN No./ Aadhar _____
***Designation:** _____
***Employee Code:** _____

*(Applicable to employees only)

To,
The Compliance Officer,
TBO Tek Limited

Date:

Dear Sir,

Ref: Other Disclosures including disclosure of persons with whom Designated Person(s)/ shares a material financial relationship

In terms of the requirement of the Code of Conduct to Regulate, Monitor and Report Insider Trading, for periodic disclosures the disclosure with whom I have a material financial relationship is furnished herewith:

Name of the persons with whom I/We have a material financial relationship	Kind of material financial relationship	PAN, Phone, Mobile

Thanking You,

(SIGNATURE)

Name:

*(Delete whatever is not applicable)

Note: 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 immediately preceding 12 (Twelve) months, equivalent to at least 25% (Twenty Five Percent) of the annual income of Designated Person but shall exclude relationships in which p