

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of a company by Designated Persons (*defined below*) and their Immediate Relatives (*defined below*) based on Unpublished Price Sensitive Information (“**UPSI**”) erodes the investors’ confidence in the integrity of the management and is unhealthy for the capital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 (“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:

- (a) “**Act**” means the Securities and Exchange Board of India Act, 1992, as amended from time to time.
- (b) “**Board**” means the board of directors of the Company.
- (c) “**Code**” means this Code of Conduct to Regulate, Monitor and Report Insider Trading, as amended from time to time.
- (d) “**Companies Act**” means the Companies Act, 2013, as amended from time to time.
- (e) “**Company**” means TBO Tek Limited (“hereby referred as TBO Tek Limited/Company”).
- (f) “**Compliance Officer**” means the Compliance Officer appointed pursuant to Clause 4 of this Code.
- (g) “**Connected Person**” shall mean:
 - (a) any person who is or has during the six months prior to the concerned act been associated with the Company, directly or indirectly, in any capacity 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:
- An Immediate 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 immediate relative or banker of the Company, has more than ten per cent, of the holding or interest.
- (h) “**Designated Person(s)**” shall include:
- (a) Directors;
 - (b) The Chief Executive Officer / Managing Director(s) and employees up to two levels below the Chief Executive Officer // 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 / Managing

Director(s) / Compliance Officer of the Company, from time to time; and
(g) Immediate relatives of the persons specified in (i) to (vii) above.

- (i) **“Director”** shall mean and include a member of the Board of Directors of the Company.
- (j) **“Employee(s)”** shall mean and include all employees of the Company (whether or not on probation);
- (k) **“Generally Available Information”** means information that is accessible to the public on a non- discriminatory basis.
- (l) **“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 intaking decisions relating to trading in securities;
- (m) **“Insider”** means any person who is: (i) a Connected Person; or (ii) in possession of or having access to Unpublished Price Sensitive Information.
- (n) **“PIT Regulations”** means the Securities and Exchange Board of India (Prohibition of Insider Trading)Regulations 2015, as amended from time to time;
- (o) **“Promoter”** shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018
- (p) **“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.
- (q) **“TBO Tek Securities”** or **“Securities of the Company”** shall include equity shares of the Company, and any other security of the Company.
- (r) **“Trading”** means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, sell,deal in any securities, and **“trade”** shall be construed accordingly;
- (s) **“Trading day”** means a day on which recognized stock exchanges are open for trading;
- (t) **“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 includingbut 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 and such other transactions; and
- (v) changes in key managerial personnel;

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

3. PURPOSE

This Code has been formulated to regulate, monitor and ensure reporting of trading by the Designated Persons, immediate relatives of Designated Persons and other Connected Persons while in possession of UPSI, towards achieving compliance with the PIT Regulations.

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 Designated Persons and their Immediate Relatives' trades;
- (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 applicable PIT Regulations; and
- (vii) providing reports to the chairman of the Audit Committee of the Company or to the chairman of the Board on a quarterly 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, facilitate the Designated persons in addressing any clarifications with regard to 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 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 Unpublished Price Sensitive Information 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 ‘F’ hereto** with the Company. Notice shall be given to such persons 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 Unpublished Price Sensitive Information 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 Unpublished Price Sensitive Information 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 Unpublished Price Sensitive Information 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 Unpublished Price Sensitive Information, and the liability that attaches to misuse or unwarranted use of such information. Further, the Company shall:

- (a) Identify the list of all Employees, Designated Persons and Connected Persons who have access to UPSI or are in receipt of UPSI for legitimate purposes.
- (b) Maintain digital database containing 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 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.
 - (iv) Name of Designated persons along with their immediate relatives, along with the PAN or any othervalid identifier authorized by the law where PAN is not available.
- (d) 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) Obtain declarations for adherence to Minimum Standards of Code of Conduct from Intermediaries and Fiduciaries.

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 Unpublished Price Sensitive Information 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 Unpublished Price Sensitive Information.

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 such 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 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 Unpublished Price Sensitive Information 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 during the Transfer Window 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 Trading Window shall also be applicable to any person having contractual or fiduciary relation with the company such as auditors, accountants, lawyers, analysts, consultants, merchant bankers, assisting or advising the Company.

The Compliance Officer after considering various factors including the Unpublished Price Sensitive Information in question becoming generally available and being capable of assimilation by the market, shall decide the timing for re-opening of the trading window. 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;
- (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 in paragraphs (a) to (e) 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.

(B) PRE-CLEARANCE OF TRADES

Any Designated Person of the Company, who intends to trade in the securities of the Company during the Transfer Window exceeding market price of INR 5,00,000 (Indian Rupees Five Lakhs only) shall be required to pre-clear the transactions as per the pre-dealing procedure as described hereunder. The Compliance Officer is authorised to change the limit of market

dealing of INR 5,00,000 (Indian Rupees Five Lakhs only) from time to time.

An application for pre-clearance of trade shall be made in the format set out in **Form E**, and containing the prescribed undertaking to the Compliance Officer, as amended from time to time. 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 E**. In case the clearance is declined, the Compliance Officer shall assign reasons in writing for doing so.

The Designated Persons shall execute their order in respect of the Company 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 permitted period, the Designated Person must report the decision of not to trade after securing pre-clearance in **Form 'E1'** 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 Persons 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/ her behalf in accordance with such plan. Such trading plan shall:

- (a) not entail commencement of trading on behalf of the insider earlier than 6 (Six) months from the public disclosure of the plan;
- (b) not entail trading for the period between the 14th trading day prior to the last day of any financial period for which results are required to be announced by the company and the 48 hours after the disclosure of such financial results;
- (c) entail trading for a period of not less than 12 (Twelve) months;
- (d) not entail overlap of any period for which another trading plan is already in existence.
- (e) set out either the value of trades to be effected or the number of Securities of the Company to be traded along with the nature of the trade and the intervals at, or dates on which such trades shall be effected; and
- (f) not entail trading in Securities of the Company for market abuse.

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, restrictions on contra trade, 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 insider shall mandatorily have to implement the plan, without being entitled to either deviate from it or to execute any trade in the Securities of the Company outside the scope of the trading plan.

Provided that 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 Information at the time of the commencement of implementation and in such event, the Compliance Officer shall confirm that the commencement ought to be deferred until such Unpublished Price Sensitive Information becomes Generally Available Information so as to avoid a violation of Regulation 4(1) of the PIT Regulations.

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

(C) RESTRICTION ON CONTRA TRADE

All 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 positions 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: Initial disclosure of Securities of the Company held by every Promoter of the Company, member of the Promoter Group, the Directors, Key Managerial Personnel and their Immediate Relatives, together with a disclosure of the names of the Immediate Relatives in **Form 'A'**, to be made within 30 (Thirty) days of this Code coming into force.
- (b) 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 'B'** 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.

In the event a new Immediate Relative relationship comes into being or any existing Immediate Relative ceases to be an Immediate Relative, the concerned Designated Person shall forthwith give a notice in writing of such development to the Compliance Officer.

- (c) Continual Disclosures: Pursuant to SEBI circular no. SEBI/HO/ISD/ISD/CIR/P/2020/168 dated September 09, 2020 (“**Circular**”) read with SEBI circular no. SEBI/HO/ISD/ISD/CIR/P/2021/617 dated August 13, 2021, SEBI has decided to implement system driven disclosures for member(s) of the promoter group and designated person(s) in addition to the promoter(s) and director(s) of company (hereinafter collectively referred to as “**Entities**”) for the purposes of this Clause 7(b)) under Regulation 7(2) of the PIT Regulations. The system driven disclosures shall pertain to trading in TBO Tek Securities by the Entities. The Company shall follow the process specified in Annexure A of the Circular while implementing system driven disclosures. Until implementation of the system driven disclosures as per Annexure A of the Circular, every Promoter, member of Promoter Group, Designated Person, shall disclose to the Company the number of TBO Tek Securities acquired including allotment under employee stock option plans of the Company or disposed of within 2 (Two) trading days of such transaction if the value of the Securities of the Company traded, whether in a single transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of INR 10,00,000 (Indian Rupees Ten Lakhs only) in **Form 'C'** or in such form and manner as may be specified by the SEBI from time to time. On receipt of disclosure, the Company shall notify the particulars of such trading within 2 (Two) trading days to the stock exchanges. Upon

implementation of the system driven disclosures as per Annexure A of the Circular, the manual filing of disclosures as required under this Clause 7(c), Regulation 7(2)(a) and Regulation 7(2)(b) of the PIT Regulations shall no longer be mandatory. The Entities shall make the required disclosures in accordance with the Circular and the PIT Regulations.

- (d) Any other Connected Person or class of Connected Persons shall make their disclosure of holdings and trading in the Securities of the Company in **Form 'D'**.
- (e) Annual disclosures as on 31st day of March, each year in **Form 'G'**, to be made on or prior to April 25 of the next financial year.

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

- (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 Designated Persons;
 - (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.

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 'G1'**:

- (i) Immediate Relatives; and
- (ii) Persons with whom such Designated Persons share a material financial relationship.

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 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.

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

- (a) Complaint (written or oral or electronic) regarding a leak or suspected leak of UPSI may be received by the Company from the following sources:
- (i) Whistleblower, *vide* the whistleblower process as illustrated in the Company's Vigil Mechanism and Whistleblower Policy;
 - (ii) Any leak or suspected leak of UPSI detected through the internal controls implemented by the Company;
 - (iii) Registrar and share transfer agent, depository, stock exchange, regional director, Registrar of Companies, regulatory / statutory authority or any other department of Central or State Government based on the complaint received from a whistleblower
- (complaints from the aforementioned sources shall be collectively referred to as "**Complaint(s)**")
- (b) The Chief Compliance Officer shall report the Complaint to the Board within a reasonable time from the date of receipt of the Complaint;
- (c) The Board shall review the Complaint and shall discuss with the Chief Compliance Officer and Company Secretary on potential next steps including but not limited to seek additional information to consider an investigation, disclosure requirements to the regulatory authorities, appointment of an investigation panel consisting of internal employees or external agencies. If the Complaint implicates the Chief Compliance Officer and/or Company Secretary, then they shall recuse themselves from the said inquiry process;
- (d) If the Board mandates an investigation, then the identified panel of investigators shall conduct the investigation into the Complaint(s) and present their findings to the Chief Compliance Officer. The executive summary of the investigation shall be reported to the Board by the Chief Compliance Officer; and

- (e) The Board, on receipt of such recommendation by the Chief Compliance Officer and after due review/deliberations, shall decide on the next steps.

10. PENALTY FOR CONTRAVENTION OF THE CODE

- (a) Every 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 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.
- (c) Designated Persons who violate the Code may also be subject to disciplinary action by the Company, which may include wage freeze, suspension, recovery, claw back, 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.

11. REVIEW AND AMENDMENTS

The Board reserves the power to review and amend this Code from time to time. All provisions of this Code would be subject to revision / amendment in accordance with applicable laws as may be issued by relevant statutory, governmental and regulatory authorities, from time to time. In case of any amendment(s), clarification(s), circular(s) etc. issued by the relevant statutory, governmental and regulatory authorities are not consistent with the provisions laid down under this Code, then such amendment(s), clarification(s), circular(s) etc. shall prevail upon the provisions hereunder.

FORM A

Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 [Regulation 7 (1)(a) read with Regulation 6(2) – Initial disclosure to the Company]

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

To
The Compliance Officer
TBO Tek Limited

ISIN of the company: [●]

Dear Sir,

In terms of the requirement of the TBO Tek Limited's Code of Conduct to Regulate, Monitor and Report Insider Trading and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, the details of my shareholding and/ or positions in derivatives in the company, is specified hereunder:

Name, PAN/CIN/DIN & Address with contact nos.	Category of Person (Promoters/ KMP /Directors/Immediate Relative to/others etc.)	Securities of the Company 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:

Date:

Designation:

Place:

Employee Code:

FORM B

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: [●]

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) read with the TBO Tek Limited Code of Conduct to Regulate, Monitor and Report Insider Trading and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, the details of my shareholding and/ or positions in derivatives in the company, is specified hereunder:

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 C

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: _____

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) 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.	Category of Person (Promoter / member of the promoter group/designated person/directors/ immediate relative/ 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 Debenture s, Rights entitlemen ts etc.)	No. and % of sharehold ing	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 sharehold ing	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 D

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: [●]

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 No., CIN/DIN, & address with contact nos. of other connected persons as identified by the	Connect ion with company	Securities held prior to acquisition/disposal	Securities acquired/Disposed	Securities held post acquisition/disposal	Date of allotment advice/ acquisitionof 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

company		Type of security (For eg. – Shares, Warrants, Convertible Debenture, Rights entitlement etc.)	No. and % of share holding	Type of security (For eg. – Shares, Warrants, Convertible Debenture, Rights entitlement, etc.)	No.	Value	Transaction Type (Purchase/ Sale/ Pledge/ Revocation/ Invocation/ others – please specify)	Type security of (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 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:

Date:

Designation:

Place:

Employee code:

FORM E

(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 5,00,000 (Indian Rupees Five 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 purpose I /On behalf of my Immediate Relative request pre-clearance of the trade.

The particulars of intended trade are as under:

SR 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	The Depository for this Trade	*NSDL / CDSL
05	The trade is proposed to be carried out by	
06	My / 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 E1.

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 “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 for prohibition of 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 _____, 2021

(SIGNATURE)

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

FORM E1

**(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,
The Compliance Officer
TBO Tek Limited

Date:

Dear Sir,

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)

Name:

FORM F

Agreement for Confidentiality and Non-dealing in TBO Tek Limited

Date:

To,

TBO Tek Limited
E-78, South Extension
Part-I, New Delhi-110049

Dear Sir,

We have agreed to appoint you as our advisor/consultant /collaborator/partner/bankers/auditor/merchantbanker/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 G

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 details of my holding is furnished herewith:

Period of disclosure	Number of shares held by me as on 1st April, 202 _____	Number of shares bought during theyear ended 31st March, 202 _____	Number of shares sold during theyear ended 31st March, 202 _____	Number of shares held as on 31st 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 G1

Other Disclosure including disclosure of persons with whom Designated Person(s)/ shares a 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 payment is based on arm's length.*