



# WeP SOLUTIONS LIMITED

## INTERNAL CODE FOR PREVENTION OF INSIDER TRADING

**[As per SEBI (Prohibition of Insider Trading) Regulations, 2015]**

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***Originally Adopted by the Board of Directors on 29<sup>th</sup> May 2013;  
Amended version adopted by the Board of Directors on 18<sup>th</sup> May 2015.***

## **I. OBJECTIVE AND APPLICABILITY OF THE CODE**

Insider Trading is prohibited by both Law as well as by WeP SOLUTIONS LIMITED's (hereinafter referred to as the "Company") Policy. Insider trading generally involves the act of subscribing or buying or selling of the Company's Securities, when in the possession of any Price Sensitive information about the Company. It also involves disclosing any Price Sensitive information about the Company to others who could subscribe or buy or sell the Company's Securities. Insider Trading invokes severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances under the Regulations issued in India under the Securities and Exchange Board of India (SEBI) Act, 1992.

The Company's internal CODE for prevention of Insider Trading (hereinafter referred to as the "CODE") which aims to provide an understanding of not only the Law but also of the Company's policy on "Insider Trading" is applicable to all persons who fall within the definition of the term "Insiders". In addition, this policy shall apply to all persons who are in possession of Price Sensitive Information or who are reasonably expected to have access to unpublished price sensitive information.

The CODE also lays down the guidelines, policies and procedures to be followed by COMPANY, its directors and designated employees and their dependents and other Insiders so as to prevent violation of the Law on Insider Trading by these persons.

## **II. DEFINITIONS RELEVANT TO THE CODE**

Please refer to Annexure A attached hereto for definitions of all the terms referred to in this CODE.

## **III. COMPANY'S STATEMENT OF POLICY FOR PREVENTION OF INSIDER TRADING**

Consistent with being a company committed to Good Corporate Governance and in compliance with applicable Law, the Company hereby issues the following general and specific policies for prevention of Insider Trading.

### **A. GENERAL POLICIES**

#### **Prohibition of Insider Trading**

The Company hereby STRICTLY PROHIBITS any action that constitutes "Insider Trading":

#### **Appointment of a Compliance Officer**

The Board of Directors of the Company hereby appoints, Company Secretary as the Compliance Officer of the Company who shall be responsible for;

- Compliance of policies, procedures, maintenance of records;
- Monitoring adherence to the rules for the preservation of Unpublished Price Sensitive Information;
- Monitoring of trades by Insiders;
- Implementation of the CODE under the overall supervision of the Board of Directors
- Assisting the employees in addressing any clarifications regarding the law on Insider Trading or the CODE.

## **Appointment of an Insider Trading Compliance Committee**

The Board of Directors of the Company hereby constitutes an “**Insider Trading Compliance Committee**” of the Company which Committee shall be responsible for Pre-Clearance of trades by Insiders.

The Insider Trading Compliance Committee shall comprise of the following members or such other members as the Board of Directors of the Company may nominate from time to time.

**a. Company Secretary / Compliance Officer**

**b. Chief Financial Officer**

## **B. SPECIFIC POLICIES APPLICABLE TO INSIDERS/COMPANY/ANY OTHER PERSON**

### **Prohibition of certain Dealings**

Any person other than the Insiders shall not deal in the Securities of the Company when in possession of or reasonably expected to have access to unpublished ‘Price Sensitive Information’.

Dealing in the Securities of the Company by “Insiders” when in the possession of Price Sensitive Information concerning the Company is STRICTLY PROHIBITED.

Dealings in the Securities of the Company by “Insiders” during the period of a “Closed Trading Window” is STRICTLY PROHIBITED by Law as well as under Company policy.

When an Insider comes into possession reasonably expected to have access to unpublished Price Sensitive information, such an Insider shall refrain from proceeding with the Dealings in the Securities of the Company’, even though he or she had planned for such Dealings before he or she comes into possession of the Price Sensitive information.

In other words, until material information has been publicly disseminated, any insider with knowledge of it must stay out of the markets for Securities and for the Securities of any other company as to which the information may be material. Examples may include; subcontractors, suppliers and customers.

Each of these above prohibitions must be complied with even if the failure to deal in the Securities of the Company could result in an economic loss or the non-realization of anticipated profit by such Insider.

### **Prohibition of certain Communications**

1. Insiders are STRICTLY PROHIBITED from counseling or disclosing or communicating (“tipping”) Price Sensitive information to any other person (including Relatives and friends) which enables such persons to use such information to his or her profit by Dealing in the Securities of the Company.

If an insider tips material, inside information to someone (a tippee) who trades based on the information, then both the insider as well as the tippee is liable under the SEBI Regulations.

2. Insiders are also STRICTLY PROHIBITED from counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any Price Sensitive information.

3. Any Price Sensitive information relating to the Company is the property of the Company and the unauthorized disclosure or communication of such information is STRICTLY PROHIBITED.

4. Equally important, insider who has inside information must not permit any member of his or her immediate family or anyone acting on the employee's behalf or anyone to whom the employee has disclosed the information, to be in the market for Securities that may be affected by the information.

### **Individual and personal responsibility of Insiders for complying with the LAW as well as the CODE**

Every Insider has the individual and personal responsibility for complying with the LAW as well as the CODE as applicable to them. The CODE provides guidelines only, and appropriate judgment should be exercised by all Insiders in connection with any Dealings in the Securities of the Company.

An Insider may, from time to time, have to forgo a proposed transaction in the Company's Securities even if he or she planned to make the transaction before learning of the Price Sensitive Information and even though the Insider believes he or she may suffer an economic loss or forgo anticipated profit by waiting.

### **Strict compliance with the policy for Preservation of Price Sensitive Information**

The Company as well as all Insiders must strictly comply with the following policies for preservation of Price Sensitive Information;

1. All Insiders shall maintain the confidentiality of all Price Sensitive Information.
2. An Insider shall not pass on any Price Sensitive Information to any person, directly or indirectly by way of making a recommendation for purchase or sale of the Securities.
3. Price Sensitive information shall be handled only on a "need to know" basis.
4. Price Sensitive information shall be disclosed only to those within the Company;
  - a. who needs such information to discharge their duty
  - b. whose possession of such information will not give rise to a conflict of interest or appear of misuse of information
5. All Price Sensitive information directly received by an Insider should immediately be reported to the head of department.
6. File containing Confidential or Price Sensitive Information shall be kept secure.
7. All computer files containing Confidential or Price Sensitive Information must have adequate security of 'login' and 'password', disclaimers or warnings etc.

### **Strict compliance of the Code of Corporate Disclosure Practices**

The Company as well as all Insiders shall comply with the Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information attached hereto as **Annexure B**.

## **Strict compliance of the Confidentiality Policy**

The Company as well as all Insiders shall strictly comply with the Confidentiality Policy of the Company attached hereto as **Annexure C**.

## **C. POTENTIAL CRIMINAL AND CIVIL LIABILITY AND/OR DISCIPLINARY ACTION**

### **Criminal and Civil Liability for Insider Trading**

Insider trading attracts severe monetary penalties as well as imprisonment under various Laws. The Law authorizes both regulatory agencies as well as aggrieved third parties to proceed against the person violating Insider Trading Law by way of injunctive action, disgorgement of profits or losses availed, nullification of the Dealings, etc. It will not make any difference if the Insider has not personally made any profit from the Insider Trading. Liability also extends to any person who trades on "tips" provided by or through an Insider, or who "tips" anyone else.

If any insider who;

- a. either on his own behalf or on behalf of any other person, deals in Securities of a body corporate listed on any stock exchange on the basis of any Price Sensitive Information
- b. communicates any Price Sensitive Information to any person with or without his request for such information except as required in the ordinary course of business or under any law or
- c. counsels or procures for any other person to deal in any Securities of anybody corporate on the basis of unpublished Price Sensitive Information shall be liable to a penalty of Rs.25 Crores or three times the amount of profits made out of insider trading, whichever is higher. SEBI and the Stock Exchanges have extensive surveillance facilities that are used to monitor trading in Securities and in derivatives (like options, futures etc).

Insiders may also be liable for improper transactions by any person (commonly referred to as a "tippee") to whom they have disclosed non-public information regarding the Company or to whom they have made recommendations or expressed opinions on the basis of such information as to trading in the Company's Securities. If a Securities transaction becomes the subject of scrutiny, the transaction could be investigated. As a result, before engaging in any transaction, all Insiders covered by this policy should carefully consider how regulators and others might view the transaction in the event of the slightest suspicion.

The Company is required to communicate names of Insiders violating the Code to SEBI who may also question such insiders for those trades. Insiders shall be solely responsible for any such action taken by SEBI on those Insiders.

### **Possible Disciplinary Actions**

Employees and Directors of the Company, its subsidiaries, associate companies or companies under the same management who violate this CODE shall also (without prejudice to such action being taken against the Insider by regulatory agencies or other third parties under Law) be subject to disciplinary action by the Company, which may include wage freeze, suspension, ineligibility for future participation in the Company's stock option plans and/or termination of employment.

## **Company's obligation to report violations to SEBI**

In case it is observed by the Company/Compliance Officer that there has been a violation of SEBI (Prohibition of Insider Trading) Regulations, 1992, SEBI shall be forthwith informed by the Company.

## **Indemnity Bond**

Immediately after the commencement of these rules every Insider of the Company shall be liable to indemnify the Company (as per **Annexure D**) for the following:

(i) To hold the Company harmless in the event of any investigation against the designated employee/director/officer for insider trading by the regulatory agencies.

(ii) To compensate the Company for all economic losses, loss of goodwill, loss of corporate stature, loss of corporate image, damage to the Company's public image, fines imposed on the Company any penalty imposed on the Company, suffered in and as a result of any investigation by regulatory agencies into the transaction of the concerned insider.

(iii) To compensate the Company all legal expenses incurred in defending itself in such investigations

## **D. PROCEDURE FOR DEALING IN THE COMPANY'S SECURITIES BY "INSIDERS" DEPENDANTS**

These procedures are meant to put in place mechanisms, which would help in ensuring that no Insider Trading takes place. However, by themselves, they cannot guarantee the desired result unless every Insider and their Dependants assume total individual and personal responsibility to strictly comply with the CODE as well as the Law on Insider Trading.

Dealing in the Securities of the Company by "Insiders" is STRICTLY PROHIBITED during the period when the Insider is in possession of Price Sensitive Information. Even in a case, where the Insider is not in possession of Price Sensitive Information, the Insiders and their Dependants shall be permitted to deal in the Securities of the Company only and only during the period of an Open Trading Window by following the procedure envisaged in this CODE.

The purpose behind the suggested self-imposed "Open Trading Window" period is to help establish a diligent effort to avoid any improper transaction.

Dealing in the Securities of the Company by "Insiders and their Dependants" during the period of a Closed Trading Window is STRICTLY PROHIBITED.

All Insiders and their Dependants who do not possess Price Sensitive Information and who intend dealing with the Securities of the Company which cumulatively and in the aggregate exceeds **5000** shares during the period of an Open Trading Window shall be required to obtain Pre-clearance of the transaction from the Insider Trading Compliance Committee as per the pre-clearance procedure stipulated in **Annexure E** attached hereto.

The following are illustrative transactions which would require Pre-clearance of the Insider Trading Compliance Committee. Trading in the Company's Securities during the trading window should not be considered a "safe harbor," and all Insiders and their Dependants should use good judgment at all times.

a) Sale or other transfer (including gift, pledge or assignment) of shares including derivatives whether in a private transaction or in a broker's open market transaction. Also includes ownership change from, say individual ownership to joint ownership, or transfer from record ownership to a bank or brokerage account (beneficial ownership).

b) Sale of shares acquired upon exercise of a stock option.

c) Acquisition of shares by gift, inheritance or other off-market transaction

d) Gift of shares to others

However, the above restrictions shall not apply to a case where a sale has been made by the lender/ bank/ financial institution invoking the rights under the loan agreement pursuant to which securities have been pledged with such lender/ bank/ financial institution.

**In addition, the following actions are also the Prohibited Actions:**

1) Internet message boards, chat rooms and discussion groups – In an effort to prevent unauthorized disclosure of information concerning the Company, Insiders and any member of their households are prohibited from posting or responding to any posting located on/in Internet message boards, chat rooms, discussion groups, and other publicly accessible forums.

Violations of this policy can lead to disciplinary action up to, and including, termination of employment. Insiders are reminded that all inquiries concerning the Company are to be directed to the Compliance Officer.

2) Occasions may arise when Insiders covered by this policy become aware prior to the end of a quarter that earnings for that quarter are likely to exceed, or fall below, market expectations to an extent that is material. In such a case, those Insiders should refrain from trading even prior to the normal commencement of the quarterly Closed Trading Window.

3) The Insider Trading Compliance Committee may consider and pre-clear the transaction subject to it being reasonably satisfied that the transaction does not constitute Insider Trading and subject further to such conditions as may be deemed necessary from time to time which conditions must include the following;

a. the pre-cleared transaction shall be executed within seven trading days from the date of communication of the approval failing which fresh pre-clearance would be needed for the trades to be executed.

b. In the case of purchase or subscription of Securities, the Insiders shall hold their investment in Securities for a minimum period of **60 days** from the date of purchase or allotment of Securities, as the case may be. As regards ESOPs, there shall be no requirement for minimum holding period post exercise and allotment.

c. Insiders will be prohibited from entering into transaction in derivatives like futures, options etc in shares of Company. As a result insiders will not be permitted to avail of Cash less system of exercise using futures.

d. With respect to shares of COMPANY, no transaction can be taken in the reverse direction for **Sixty days**. For example, if WEP SOLUTIONS LIMITED shares are bought then no sale of WEP SOLUTIONS LIMITED shares can take place for the **next sixty days** (but purchase can continue to take place during the **next sixty days** it is a open Trading Window); similarly if a sale of WEP SOLUTIONS LIMITED share happens first then in the next sixty days from the date of such sale, no purchase of WEP SOLUTIONS LIMITED share shall take place (though sale can take place during that period)- to sum up - within a gap of sixty days no transaction in WEP SOLUTIONS LIMITED shares can take place in the reverse direction of the previous sale/ buy transaction of WEP SOLUTIONS LIMITED shares. However, this restriction shall not apply to Esop exercise and sale of shares arising from exercise of such ESOPs.

For example, if a sale takes place on 1<sup>st</sup> March, then no purchase including exercise of stock options can take place till 1<sup>st</sup> May. However, the sale of shares can continue till 1<sup>st</sup> May subject to obtaining prior clearances when the aggregate value of the transaction during the single trading window exceeds the threshold and also subject to "Closed Trading Window" restrictions as may be announced by the Committee from time to time.

4. In case sale of Securities is necessitated by Personal Emergency, the holding period may be waived by the Compliance Officer after recording in writing the reasons in this regard.

5. The Insider Trading Compliance Committee may also make all Insiders subject to certain additional restrictions on transactions known as "short swing transactions". The Compliance Officer will notify all concerned if and when these restrictions become applicable and will provide separate memoranda and other appropriate materials regarding compliance with these restrictions. The practical effect of these additional restrictions is that Insiders who purchase and sell the Company's Securities within a sixty days period may be required to disgorge all profits to the Company whether or not they had knowledge of any Price Sensitive information. Subject to certain conditions being met, these restrictions would not apply to:

(a) the receipt of an option under the Company's stock option plans, nor the exercise of that option;  
or

(b) the receipt of shares of the Company from any Employee Welfare Trust.

6. Application of Closed Trading Window policy to Transactions associated with Option exercises

Whether option exercises and associated transactions are subject to the Closed Trading Window depends on the nature of the exercise transaction and, in particular whether there is an associated sale as explained in the following paragraphs.

(a) If an Insider simply exercises an option for cash and does not sell the shares acquired, the insider need to observe the Closed Trading Window restrictions as regards sale of such shares acquired on exercise.

(b) If an insider exercises through a broker's cashless exercise procedure (which involves a market sale by the broker), or otherwise makes a contemporaneous sale of the shares the insider acquires on exercise, the Insiders shall observe the restrictions as regards sale of such shares acquired on exercise during a Closed Trading Window just as they would for an ordinary market transaction.



(c) If an insider elects to fund any tax withholding obligations or to repay a loan related to the exercise of an option by instructing his broker to sell shares deliverable under the option or by selling shares the insider already owns, the restrictions shall apply.

#### **E. MANDATORY DISCLOSURES BY INSIDERS TO COMPANY OF INTEREST, HOLDINGS AND THEIR DEALINGS IN SECURITIES**

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

The disclosures made shall be maintained by the company, for a minimum period of five years.

##### **Initial Disclosure:**

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

##### **Continual Disclosure:**

Every Promoter, Director and the Designated Employee of the company shall disclose to the company the number of such securities acquired or disposed of within two trading days of such transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees or such other value as may be specified.

Company shall notify the particulars of such trading to the stock exchange on which the securities are listed within two trading days of receipt of the disclosure or from becoming aware of such information.

Annual statement of all holding in Securities of the Company by the Insiders. Connected Persons as well as the Immediate Family Members within 15 days from the end of every Financial year of the Company.

##### **Formats for Disclosures**

The above Initial and Continuing Disclosures to be submitted by Insiders duly signed must be as per the format attached as **Annexure F and Annexure G** hereto.

#### **F. MANDATORY DISCLOSURES BY COMPANY TO STOCK EXCHANGES**

The Company shall disclose the initial and continuing disclosures received from any person who is Promoter, Key Managerial Personnel and Director of the Company to the stock exchanges where the Securities of the Company are listed within two days from the date of receipt of such information.

#### **G. MAINTENANCE OF RECORDS BY THE COMPLIANCE OFFICER**

The Compliance Officer shall maintain the following documents;

1. A record of all the Insiders under the CODE duly updated from time to time.
2. A record of all the declaration and disclosures made by Insiders.
3. A record of all applications for Pre-Clearances of transactions submitted to and approved by the Insider Trading Compliance Committee either in physical or electronic form.
4. A record of all statements submitted by the Insiders to the Compliance Officer from time to time.

#### **H. CERTAIN EXCEPTIONS TO THE CODE**

For purposes of this CODE, the Company considers that the exercise of stock options or awards made under the ESOP Scheme of the company is exempt from this CODE, since the other party to the transaction is the Company itself and the price does not vary with the market but is fixed by the terms of the option agreement or the plan.

#### **I. APPLICABILITY OF CODE TO INSIDE INFORMATION REGARDING OTHER COMPANIES**

This CODE also applies to Price Sensitive information relating to other companies, including the customers, vendors or suppliers (“Business Partners” and / or “Channel Partners”) of the Company, its subsidiaries and associate companies, when that information is obtained in the course of employment or business.

All Insiders should treat Price Sensitive information about the Company’s Business Partners and / or Channel Partners with the same care required with respect to information related directly to the Company.

#### **J. INQUIRIES REGARDING THE CODE**

Please direct your questions as to any of the matters discussed in this CODE to the Company Secretary or to the Corporate Legal & Secretarial team of the Company.

Their contact details are given below:

Company Secretary /Compliance Officer WEP SOLUTIONS LIMITED Bangalore Email : <a href="mailto:compliance.officer@wepsol.in">compliance.officer@wepsol.in</a>	Chief Financial Officer WEP SOLUTIONS LIMITED Bangalore Email : <a href="mailto:sandeep.goyal@wepindia.com">sandeep.goyal@wepindia.com</a>
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## ANNEXURE - A

### DEFINITIONS RELEVANT TO THE CODE

#### 1. Associate Company:

The term "Associate Company" means any Company in which WEP SOLUTIONS LIMITED or any of its subsidiaries or Companies under the same management as WEP SOLUTIONS LIMITED.

#### 2. Closed Trading Window:

The term "Closed Trading Window" means each of the following periods;

- From 7 days prior to the quarter and ending 48 hours from the time of making public the periodical financial results.
- Commencing from the date when the stock exchange/s is/are communicated that the Board of Directors of the Company will be considering declaration of final or interim dividend, issue of rights or bonus issue, public issue, convertible debentures, etc and ending 48 hours from the date of making public the said decision of the Board.
- Commencing from a date which precedes by 15 days the date of announcement of any major expansion plans or execution of New projects or any critical change in policies, plans or operation by/of the Company, and ending 48 hours from the time of making the announcement public.
- Commencing from a date which precedes by 15 days from the date of announcement of any amalgamations, mergers, takeovers, buy back or disposal of whole or substantially the whole of the undertaking and ending 48 hours from the time of making the announcement public as may be specifically notified by the Compliance Officer from time to time.

#### 3. Company under same management:

The term "Company under the same management" has the same meaning as defined under Section 370 1B of the Companies Act, 1956 as amended or replaced from time to time.

#### 4. Confidential Information:

The term "Confidential Information" includes, but is not limited to business plans, company policies, sales forecasts, personnel information (including the identity of other employees, their responsibilities, competence and abilities, and compensation); pricing and non-public financial information; current and prospective customer lists and information on customers or their employees; information concerning planned or pending acquisitions or divestitures; and information concerning purchases of major properties, whether in machine readable form or in any other forms regarding and relating to the Company's products.

#### 5. Trading:

The term "Trading" means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, sell, deal in any securities, and "trade" shall be construed accordingly.

## 6. Dependents:

The term “**Dependents**” means the spouse, children, parents, brothers and sisters who are financially dependent on the Insider.

## 7. Insiders:

- The term “**Insiders**” would include each one of the following categories who shall be deemed to be Insiders whether they possess Price Sensitive Information or not;
- All Non Executive Directors of the Company, its subsidiaries, associate companies or companies under the same management and their confidential / executive / private secretaries as well as the Relatives and Dependent Family Members of each of these persons.
- All Executive Directors by whatever name called, of the Company, its subsidiaries, associate companies or companies under the same management and their confidential/executive/private secretaries as well as the Relatives and Dependent Family Members of each of these persons.
- Employees designated by the Insider Trading Compliance Committee of the Company to whom these trading restrictions shall be applicable from time to time.
- All concerns, firms, trusts, HUF, Companies, AOP in which any of the above Insiders or their Relatives having more than 10% of the holding or interest.

## 8. Insider Trading:

The term “**Insider Trading**” means and includes the following:

- Dealing in the Securities of the Company by Insiders while in possession of Price Sensitive Information.
- Discussing any such information with persons not authorized to receive it
- Communicating, directly or indirectly, any Price Sensitive information to any person except as required by or under any Law or if required in the ordinary course of business provided proper authorization has been obtained;
- Counseling or procuring, directly or indirectly, any Price Sensitive information
- Dealing by the Company in the Securities of another company or associate of that other company while in possession of any Price Sensitive information.
- Any other action or, amendment as may be modified by law/ Compliance Committee from time to time.

## **9. Relatives:**

The term “**Relatives**” has the same meaning as defined under Section 2(77) of the Companies Act, 2013. As per this section, a person shall be deemed to be a relative of another if and only if;

- They are members of a Hindu undivided family ;
- They are husband and wife ; or
- Father (including step-father)
- Mother ( including step-mother)
- Son ( including step-son)
- Son’s wife
- Daughter
- Daughter’s husband
- Brother ( including step-brother)
- Sister (including step-sister)

## **10. Securities:**

The term “**Securities**” of the Company would include its equity shares, preference shares, shares issued under any stock option plan or any other Securities the Company may issue from time to time (for example by way of a rights issue or a bonus issue), as well as all derivative Securities relating to the Company’s shares, whether or not issued by the Company.

## **11. Subsidiary Company:**

The term “**Subsidiary Company**” has the same meaning as defined under Section 4 of the Companies Act, 1956 as amended or replaced from time to time.

## **12. Compliance Officer:**

The term “**Compliance Officer**” means any senior officer, designated so and reporting to the board of directors or head of the organization, who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under these regulations and who shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of unpublished price sensitive information, monitoring of trades and the implementation of the codes specified in these regulations under the overall supervision of the board of directors or the head of an organization, as the case may be.

## **13. Connected Person:**

The term “Connected Person” means:

(i) any person who is or has during the six months prior to the concerned act been associated with a company, directly or indirectly, in any capacity including by reason of frequent communication with its officers or by being in any contractual, fiduciary or employment relationship or by being a director, officer or an employee of the company or holds any position including a professional or business relationship between himself and the company whether temporary or permanent, that allows such person, directly or indirectly, access to unpublished price sensitive information or is reasonably expected to allow such access.

(ii) the persons falling within the following categories shall be deemed to be connected persons unless the contrary is established, -

1. an immediate relative of connected persons specified in clause (i); or
2. a holding company or associate company or subsidiary company; or
3. an intermediary as specified in section 12 of the Act or an employee or director thereof; or
4. an investment company, trustee company, asset management company or an employee or director thereof; or
5. an official of a stock exchange or of clearing house or corporation; or
6. a member of board of trustees of a mutual fund or a member of the board of directors of the asset management company of a mutual fund or is an employee thereof; or
7. a member of the board of directors or an employee, of a public financial institution as defined in section 2 (72) of the Companies Act, 2013; or
8. an official or an employee of a self-regulatory organization recognized or authorized by the Board; or
9. banker of the company; or
10. a concern, firm, trust, Hindu undivided family, company or association of persons wherein a director of a company or his immediate relative or banker of the company, has more than ten per cent. of the holding or interest;

#### **14. Immediate Relative:**

The term “**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;

#### **15. Unpublished Price Sensitive Information:**

The term “**Unpublished Price Sensitive Information**” means any information, relating to a company or its securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the securities and shall, ordinarily including but not restricted to, information relating to the following:

- Financial results
- Dividends
- Change in capital structure mergers, de-mergers, acquisitions, delisting, disposals and expansion of business and such other transactions
- Changes in key managerial personnel
- Material events in accordance with the listing agreement.

## **ANNEXURE - B**

### **WEP SOLUTIONS LIMITED'S Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information**

*[Under Regulation 8(1) of SEBI (Prohibition of Insider Trading) Regulations, 2015]*

#### **A. OBJECTIVE OF THE CODE**

This code is applicable to all disclosures of price sensitive information by WEP SOLUTIONS LIMITED, (hereinafter referred to as the "Company") its subsidiaries, associates and the companies under the same management.

The terms used here will have the same meaning given to it under the WEP SOLUTIONS's Internal Code for Prevention of Insider Trading.

#### **B. PROMPT DISCLOSURE OF PRICE SENSITIVE INFORMATION**

The Company shall ensure prompt public disclosure of unpublished price sensitive information that would impact price discovery no sooner than credible and concrete information comes into being in order to make such information generally available.

The Company shall furnish price sensitive information to all stock exchanges where its Securities are listed on a continuous and immediate basis.

#### **C. OVERSEEING AND COORDINATING DISCLOSURE**

The Company Secretary/Compliance Officer of the Company shall act as the Chief Investor Relations Officer to deal with dissemination of information and disclosure of unpublished price sensitive information.

The prime responsibility for overseeing and disclosure in the Company shall be on the Chief Investor Relations Officer designated under the COMPANY's Internal Code for Prevention of Insider Trading.

The Chief Investor Relations Officer shall be responsible for;

- Complying with continuous disclosure requirements;
- Overseeing and coordinating disclosure of price sensitive information to stock exchanges, analysts, shareholders and media;
- Educating staff on disclosure policies and procedure.

The Chief Investor Relations Officer shall approve the disclosure of the information in advance.

In the event of information being accidentally disclosed by any person without prior approval of the Chief Investor Relations Officer, the person responsible for making such accidental disclosure shall immediately furnish information to the Chief Investor Relations Officer of such accidental disclosure even if the information is not considered as price sensitive information.

#### **D. RESPONDING TO MARKET RUMOURS**

The Company shall provide appropriate and fair response to queries on news reports and requests for verification of market rumours by regulatory authorities.

All the stock exchanges where the Securities of the Company are listed are required to be informed well in advance the name and address of the Compliance Officer to whom the exchanges may refer any market rumours for verification.

Such a communication to the stock exchanges may include fax number, telephone number and email id of the Compliance Officer.

On receipt of requests from any of the stock exchanges for verification of market rumours, the Compliance Officer shall ascertain the factual position and thereafter appropriately respond to such queries or requests.

At the time of making such response, the Compliance Officer may decide as to whether a public announcement is necessary for verifying or denying rumours and then make the disclosure.

#### **E. TIMELY REPORTING OF SHAREHOLDING**

The Company shall ensure disclosure of shareholdings/ownership by major shareholders and disclosure of changes in ownership as provided under any Regulations made under the SEBI Act and the listing agreement in a timely and adequate manner.

#### **F. DISCLOSURE AND DISSEMINATION OF PRICE SENSITIVE INFORMATION**

The Company shall ensure Uniform and Universal dissemination of unpublished price sensitive information to avoid selective disclosure.

The Company shall make prompt dissemination of unpublished price sensitive information that gets disclosed selectively, inadvertently or otherwise to make such information generally available.

The Company will ensure that information shared with the analysts and research personnel, if any is not unpublished price sensitive information. The Company shall ensure that the following guidelines are followed while dealing with analysts and institutional investors.

- **Only public information to be provided**

The Company shall handle all the unpublished price sensitive information on a need-to-know basis.

The Company shall ensure that only public information would be provided to the analyst/research persons/large investors like institutions. Alternatively, the information given to the analyst must be made public simultaneously at the earliest.

- **Recording of discussions**

The Company shall develop and follow best practices to make transcript or records of proceedings of meetings with analysts and other investor relations conference on the official website to ensure official confirmation and documentation of disclosures made.



With a view to avoiding or misquoting or misrepresentation, the Company shall ensure that at least two company representatives are present at meetings with analysts, investors and preferably, the discussions must be recorded.

- **Handling of unanticipated questions**

The Compliance Officer shall ensure that the Company promptly and carefully deals with analysts' questions that raise issues outside the intended scope of discussion. Unanticipated questions may be taken on notice and a considered response given later. If the answer includes price sensitive information, a public announcement shall be made before responding.

- **Simultaneous release of information**

When the Company organizes meetings with analysts, the Company shall make a press release or post relevant information on its website after every such meet. The Company may also consider live web casting of analyst meets.

- **Medium of disclosure/dissemination**

Disclosure and dissemination of information may be done through various media so as to achieve maximum reach and quick dissemination. All disclosures to the stock exchanges must be made promptly. The Company shall also disclose information through the use of their dedicated Internet website.

- **Company's website**

The Company websites may provide a means of giving a direct access to analyst briefing material, significant background information and questions and answers.

The information filed by Company with stock exchanges under a continuous disclosure requirement may be made available on the Company's website.

## ANNEXURE C

### WEP SOLUTIONS'S CONFIDENTIALITY POLICY

This Confidentiality Policy applies to every director / employee of WEP SOLUTIONS LIMITED and its subsidiaries, affiliates, sister concerns, associates and channel partners (hereinafter "COMPANY").

- **The importance of this Policy can be seen from the following:**

(a) "Spirit of COMPANY" requires us to ensure "Integrity" in all aspects of our functioning and business / personal conduct.

(b) This Policy is condition of your employment with the Company and constitutes part of your Employment Contract with the Company. ***The Policy would continue to apply to you for a period of one year after the termination of your employment with COMPANY (irrespective of the circumstances of, or the reasons for, the termination).***

(c) Failure to comply with this Policy could give rise to disciplinary action and / or termination of your employment and / or legal action by COMPANY (including claims for compensatory damages and the seeking of injunctive relief). COMPANY reserves the right to take legal action against you in the event you breach this Policy after you cease to be an employee with COMPANY.

(d) Non-adherence with certain aspects of this Policy could also constitute a violation of the SEBI (Prohibition of Insider Trading) Regulations, 1992 and could result in criminal prosecution.

(e) Certain aspects of this Policy would also apply to people "Connected" to you – which would include your relatives and friends. Any personal benefit that they may get as a result of the violation of this Policy could result in you and such "connected" persons being prosecuted under the SEBI (Prohibition of Insider Trading) Regulations, 1992.

- **What constitutes Confidential Information?**

"**Confidential Information**" means all information about COMPANY that satisfies one or more of the following conditions:

(a) it has not been made generally available to the public either by COMPANY or by a third party with COMPANY's consent; or

(b) it is critical to COMPANY's current or anticipated business or research and development activities or those of a customer or supplier or associate or channel partner of COMPANY and the disclosure of the same would affect their competitiveness; or

(c) it either has been identified as confidential by COMPANY (orally or in writing) or it has been maintained as confidential from outside parties and is recognized as intended for internal disclosures only; or

(d) it either is of a nature that it gives a distinct edge to COMPANY over competition when not shared with the competition, or is likely to give the same advantage to the competition or any other

organization / person / group of persons when shared with the organization / person / group of persons; or

(e) it is required to be kept confidential by any requirement of law.

Therefore “**Confidential Information**” includes all trade related information, trade secrets, confidential and privileged information, customer information, employee related information, strategies, administration, research in connection with COMPANY and commercial, legal, scientific, technical data that are either provided to or made available to the employee by the Company to facilitate his work or that the employee is able to know or has obtained access by virtue of his employment or position with the Company.

By way of illustration of 1 and 2 above, the following are examples of Confidential Information:

(a) computer programs, inventions, samples, designs, drawings, machines, tools, photographs, source codes, object codes, methods, concepts, formulas, algorithms, processes, technical specifications, analyses, discoveries, improvements, marketing methods, manufacturing processes, research and development information;

(b) organizational matters, business plans, company Policies, sales forecasts, employee and personnel information (including information pertaining to their terms of employment, experience, contact details, appraisals, performance, competencies, specialized skills / expertise, medical information etc.);

(c) non-public financial information of COMPANY including the financial results of COMPANY for any period;

(d) Business Plans of COMPANY, monthly flash reports / actual reports / estimates circulated by COMPANY.

(e) current and prospective customer lists and information on customers and their employees;

(f) information relating to existing and potential intellectual property of COMPANY;

(g) Dividend policy including the intended declaration of dividend.

(h) Issue of shares by way of public offers, rights issues, bonus issue, and employee stock options.

(i) Major expansion plans or execution of new projects including information concerning amalgamations, mergers, acquisitions and takeovers being planned or contemplated by COMPANY and information concerning the purchase of major equipment or property and the disposal of any undertakings of COMPANY.

(j) Information relating to acquisition or loss of a significant contract, significant disputes with major suppliers, consumers or any Governmental or regulatory agency.

(k) Any information that may affect the earnings / profitability of COMPANY.

(l) Any other change in policies, plans or operations of COMPANY.

- **Your Responsibility**

You are required to maintain as secret and confidential all Confidential Information. Therefore, during your employment with COMPANY and for a period of one year after the termination of your employment with COMPANY (irrespective of the circumstances of, or the reasons for, the termination), you are required **NOT TO:**

(a) Disclose directly or indirectly any Confidential Information to any person including any employee of COMPANY and any third party except as may be required for the performance of his responsibilities and fulfillment of his duties towards COMPANY.

(b) Use any Confidential Information other than as may be necessary in the performance of your responsibilities and fulfillment of your duties towards COMPANY.

(c) Use any Confidential Information for the benefit of any current or future competitor, supplier or customer of COMPANY, whether by yourself or through any subsequent employer or any other person or entity.

In case of any violation of this Policy or any doubt in relation to this Policy, discuss the matter with the Head of Corporate Human Resources.

- **Guidelines for Prevention of Dissemination of Confidential Information**

Circulation of Confidential Information of COMPANY may be only to persons who are authorized / entitled to receive such Confidential Information. Such circulation shall be subject to the following guidelines:

(a) Notify the notation "Private, Privileged and Confidential" on the first page of the information.

(b) Ensure that the following confidentiality notice is included on the first page of the information.

"This information is intended only for the use of the individuals to whom it is addressed and may contain information that is privileged or confidential or which may not be disclosed under

applicable law. If you are not the intended recipient, please notify us immediately and forward the communication to us. Use of the information for any purpose, or copying or distribution, dissemination or delivery of the information is strictly prohibited."

(c) Super scribe every envelope in which the Confidential Information is dispatched with the notation "***Confidential Information - Envelope to be opened by addressee only***".

(d) Disclose Confidential Information only to such persons who are authorized to receive such information.

(e) After dispatch of Confidential Information make sure that the intended recipient has received the information.

(f) Confidential Information is to be kept within your safe custody (or the safe custody of your private secretary) under lock and key to prevent access of such information to any other person.

(g) Ensure that they you do not tamper with or deface or destroy or reveal or share or make copies of Confidential Information.

(h) Refrain from making extra copies of such information.

(i) On receipt of updated information, destroy the information circulated earlier unless it is absolutely necessary to keep such information.

(j) Periodically assess the safeguards that you have put in place to protect Confidential Information.

- **Guidelines for Preservation of Price Sensitive Information**

The Company as well as all Insiders must strictly comply with the following policies for preservation of price sensitive information;

1. All Insiders shall maintain the confidentiality of all Price Sensitive Information.
2. All Insiders shall not pass any Price Sensitive Information to any person, directly or indirectly by way of making a recommendation for purchase or sale of the Securities.
3. Price Sensitive information shall be handled only on a “need to know” basis.
4. Price Sensitive information shall be disclosed only to those within the Company;
  - a. who needs such information to discharge their duty
  - b. whose possession of such information will not give rise to a conflict of interest or appeared of misuse of information
5. All price sensitive information directly received by an Insider should immediately be reported to the head of department.
6. File containing confidential information shall be kept secure.
7. All computer files must have adequate security of ‘login’ and ‘password’, etc.

**ANNEXURE D**

*(Note: To be executed on Rs.10/- Non Judicial Stamp paper)*

**UNDERTAKING – CUM – INDEMNITY BOND**

This UNDERTAKING cum INDEMNITY BOND is executed

By Mr. / Ms. \_\_\_\_\_ S/o/W/o/D/o \_\_\_\_\_ residing  
at \_\_\_\_\_ (hereinafter referred to as employee / director)

In favour of

WeP Solutions Limited, a company incorporated under the Companies Act,1956 and having its Registered office at 40/1A, Basappa Complex, Lavelle Road, Bangalore – 560 001 (hereinafter referred to as the "Company").

WHEREAS THE Company has, in terms of Regulatory requirements, set in place an INSIDER TRADING POLICY of the Company (hereinafter referred to as the "Policy"), AND WHEREAS, the Policy provides that an employee / director of the company must comply with the pre-dealing procedure before dealing in any securities of the Company beyond threshold limit / during the closure of trading window,

AND WHEREAS, for complying with the Insider Trading Policy, an undertaking cum Indemnity Bond needs to be executed in favour of the Company by the concerned employee / director.

**NOW THIS UNDERTAKING cum INDEMNITY BOND WITNESSTH AS UNDER**

1. I, \_\_\_\_\_ (Employee / Director) of WeP Solutions Limited, do hereby undertake to adhere to the terms, conditions and restrictions contained in the Insider Trading Policy, as are currently in force.
2. I understand that any misrepresentation and/or false undertaking given herein may attract penalties as laid down under the Policy.
3. That, I may have access to UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI) by virtue of my position or connection in the Company. I will refrain from using such information illegally or inadvertently or otherwise, either by me or by Relatives as defined under Section 6 of the Companies Act, 1956.
4. That, I shall obtain the pre-clearance of the Compliance Officer, before dealing in the Securities of the Company.
5. That, in case I have access to or receive UPSI after the signing of this Undertaking cum Indemnity Bond but before the execution of the transaction, I shall inform the Compliance Officer and that I would completely refrain from dealing in the securities of the Company till the time such information becomes public.
6. That, I have not contravened the rules and other provisions contained in the Insider Trading Policy of the Company currently in force.
7. That, I have made full and true disclosure in the matter.

8. That, I shall indemnify the Company as given below.

i) To hold the Company faultless in the event of any investigation against me for insider trading by any regulatory authority.

ii) To make good to the Company for all economic losses, fines or penalty if any, imposed on the Company as a result of any investigation by any regulatory authority/ authorities into any of the transactions entered by me in dealing with the securities of the Company.

iii) To compensate the Company for and towards all legal expenses incurred in defending itself in such investigations, including advocates' fees.

9. That, I shall bind by the Laws of India, in respect of this Undertaking cum Indemnity Bond and the jurisdiction of the Courts at Bangalore.

IN WITNESS WHEREOF this undertaking cum Indemnity Bond has been executed at \_\_\_\_\_ on this \_\_\_\_\_ (dd-mm-yyyy)

**Witness**

**Signature:**

**Name:**

**Designation:**

**Employee ID No:**

**ANNEXURE E**

**PRE CLEARANCE PROCEDURE**

From  
"The Insider"

To,  
**The Insider Trading Compliance Committee,**  
WEP SOLUTIONS LIMITED,  
Bangalore.

Dear Sirs,

**Sub: Application seeking approval for dealing in the Securities of the Company during  
Open Trading Window.**

Pursuant to the provisions contained in WEP SOLUTIONS's internal code for prevention of Insider Trading (the "Code"), I being an Insider under the Code, hereby submit my application for dealings in the securities of the Company as per details given below.

**A. In the case of Sale of Securities:**

No. of shares held	Date of acquisition	Details of shares expected to be sold and the reason for sale		Nature of holding	Details if held in demat		Name of the broker through whom the deal will be carried out
		No. of shares	Market value as on the date immediately preceding the date of application	Physical / Demat	Name & address of the DP	Client ID No.	



**B. In the case of Purchase of Securities:**

No. of Securities expected to be purchased	Market value of the securities expected to be purchased	Nature of holding after purchase		Details of demat account where securities will be held		Name of the broker through whom the deal will be carried out
		Physical	Demat	Name & address of the DP	Client ID No.	

**I hereby solemnly affirm, undertake and state as under:**

1. I do not have any access nor have I received "Price Sensitive Information" up to the date of this application.
2. In the event of me having access to or receiving "Price Sensitive Information" after the date of signing this application but before the execution of the dealings, I undertake to inform the Company of the change in this position and shall completely refrain from dealing in the Securities of the Company till the time such information becomes public.
3. I have not contravened the Code for Prevention of Insider Trading as notified by the Company from time to time.
4. I have made full and true disclosure to the company in the matter.

In the event of any statement made by above is found to be untrue or in the event of my failure to comply with the assurance and undertaking given by me as above, I shall assume total responsibility for any consequences whatsoever including by way of penalties, claims, damages, expenses and losses arising as a result of such failure.

Yours faithfully,

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

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

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

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

**ANNEXURE - F**

**FORMAT FOR INITIAL DISCLOSURE**

**From:**

<b>Name of Employee/Director</b>	
<b>Employee ID</b>	
<b>Designation</b>	

To,  
**The Company Secretary/Compliance Officer**  
WeP Solutions Limited,  
40/1A, Basappa Complex, Lavelle Road  
Bangalore - 560 001

Dear Sir,

**Sub: Initial disclosure of shares held in the company.**

Pursuant to the Disclosure requirements under WeP Solutions Limited - '**Internal Code for Prevention of Insider Trading**', I hereby disclose the following:

**Details of my holdings in the Company:**

<b>Sr. No</b>	<b>Name and Designation</b>	<b>Address</b>	<b>DP ID / Client ID</b>	<b>No. of shares held</b>	<b>Mode of acquisition</b>

**Details of my dependants who hold shares in the Company:**

<b>Sr. No</b>	<b>Name of the Dependant</b>	<b>Relationship</b>	<b>DP ID / Client ID</b>	<b>No. of shares held</b>	<b>Mod of acquisition</b>

I further declare that the above disclosure is true and correct and is in compliance with the Company's Insider Trading Policy.

**Place:**

**Signature:**

**Date :**

**Name:**

**Designation:**

ANNEXURE - G

**FORMAT FOR CONTINUAL /ANNUAL DISCLOSURE**  
*(To be submitted to the Compliance Officer before 15<sup>th</sup> April every year)*

From:

Name of Employee/Director	
Employee ID	
Designation	

To,  
**The Company Secretary/Compliance Officer**  
WeP Solutions Limited,  
40/1A, Basappa Complex, Lavelle Road  
Bangalore - 560 001

Dear Sir,

**Sub: Continual disclosure of shares held in the company.**

Pursuant to the Disclosure requirements under WeP Solutions Limited - **'Internal Code for Prevention of Insider Trading'**, I hereby disclose the following:

**Details of my holdings in the company:**

Sr. No	Name and Designation	Address	DP ID / Client ID	No. of shares			
				No. of shares held initially	No. of shares sold during the year	No. of shares purchased during the year	No. of shares held as on the date

**Details of my dependants who hold shares in the Company:**

Sr. No	Name of the Dependant	Relationship with the employee	DP ID / Client ID	No. of shares			
				No. of shares held initially	No. of shares sold during the year	No. of shares purchased during the year	No. of shares held as on the date

I declare that the shares sold by me or my relatives referred to above have been held for 60 days. I declare that there are no additions to the list of my dependants during the previous year. I further declare that the above disclosure is true and correct and is in compliance with the Company's Insider Trading Policy.

Place:  
Date:

Signature:  
Name:  
Designation:

**Note: Please indicate if the sale or purchase through market trade or off-market trade.**

**LIST OF INSIDERS**

<b>Sr. No</b>	<b>Name of Person</b>
1	Ram N Agarwal
2	P K Gopalakrishnan
3	Deepak A Chari
4	Sandeep Kumar Goyal
5	Sanjeev Arora
6	Hemachandra CS
7	Smitha Swamy
8	Ramdinsanga
9	Sunitha Kishore
10	Pradeep S
11	Nisar A Shah
12	Kamal Singh
13	Sujata Arvind Lele
14	Abhinav Kumar
15	Jagrati Motwani
16	Sudeesh Ambazhankandi
17	Vijula Mary
18	Shivraj Poojari
19	Rachitha N
20	Ashok Yedula
21	Mukesh Kihyani
22	Sarangi Venkat
23	Likitha K
24	Padmanabha M
24	Shewtha V
25	Perumal B
26	Nidhi Sharma
27	Vinay Garg
28	Mukesh Sharma
29	Manjunath H B
30	Apoorva Kulkarni
31	Ritesh Jha
32	Kiran Khatri
33	Directors of WeP Solutions Limited
34	Directors of WeP Peripherals Limited
35	Common Directors of wep solutions india limited