

INSIDER TRADING PROHIBITION CODE

- ✚ Code of Conduct to Regulate, Monitor and Report Trading by Insiders in Securities of the Company;
- ✚ Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information;
- ✚ Policy for Procedure of Inquiry in case of leak of unpublished Price Sensitive Information (“UPSI”) or suspected leak of UPSI

VERSION CONTROL

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V.1	Shraddha Dalvi	20 th July 2017	3 rd August 2017	2 nd August 2017	-----
V.2	Mandar Godbole	20 th May 2019	22 nd May 2019	23 rd May 2019	In alignment with amendments in SEBI Regulations
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CODE OF CONDUCT TO REGULATE, MONITOR AND REPORT TRADING BY INSIDERS IN SECURITIES OF THE COMPANY

1. Purpose of the Code:

On January 15, 2015 the Securities and Exchange Board of India (“SEBI”) notified the SEBI (Prohibition of Insider Trading) Regulations, 2015 (“**Insider Trading Regulations**”) replacing the two-decade old insider trading norms in India i.e. SEBI (Prohibition of Insider Trading) Regulations of 1992 (“**1992 Regulations**”). The Insider Trading Regulations of SEBI are formulated in order to put in place a framework for prohibition of insider trading in securities and to strengthen the legal framework.

With the intention on codifying the Prohibition of Insider Trading Regulations for the Company, this Code of Conduct to Regulate, Monitor and Report Trading by Insiders in Securities of Niyogin Fintech Limited, as amended (“**Code**”) has been formulated. This Code supersedes the Code of Conduct for Prevention of Insider Trading in shares of Niyogin Fintech Limited formulated under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992.

This Code has been formulated to regulate, monitor and ensure reporting of trading by the employees and other connected persons towards achieving compliance with the Prohibition of Insider Trading Regulations and is designed to maintain the highest ethical standards of dealing in securities of the Company by persons to whom it is applicable. The provisions of the Code are designed to prohibit a Designated Person and his Immediate Relative(s) from trading in the Company’s Securities when in possession of unpublished Price Sensitive Information.

2. Effective date: Code shall come into force from the **02 August 2017**.

3. Definitions:

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

- i. “**Act**” means the Securities and Exchange Board of India Act, 1992, as amended from time to time.
- ii. “**Associate Company**” shall have the same meaning as defined under the Companies Act, 2013 and Rules framed thereunder.
- iii. “**Audit Committee**” means a Committee constituted by the Board of Directors of the Company in accordance with Section 177 of the Companies Act, 2013 and rules framed thereunder.
- iv. “**Board/ Board of Directors**” shall mean the members of the Board of Directors of Niyogin Fintech Limited, appointed from time to time, in accordance with the Articles of Association of the Company and the provisions of Companies Act, 2013.

- v. **“Code” or “this Code”** shall mean this Code of Conduct to Regulate, Monitor and Reporting Trading by Insiders in Securities of Niyogin Fintech Limited as amended from time to time.
- vi. **“Company” or “the Company”** means Niyogin Fintech Limited.
- vii. **“Compliance Officer”** means any senior officer, designated so and reporting to the board of directors or head of the organization in case board is not there, who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under these regulations and who shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of unpublished price sensitive information, monitoring of trades and the implementation of the codes specified in these regulations under the overall supervision of the board of directors of the listed company or the head of an organization, as the case may be..

Explanation – For the purpose of this regulation, “financially literate” shall mean a person who has the ability to read and understand basic financial statements i.e. balance sheet, profit and loss account, and statement of cash flows.

- viii. **“Connected person”** means-
 - (i) any person who is or has during the six months prior to the concerned act been associated with a company, directly or indirectly, in any capacity including by reason of frequent communication with its officers or by being in any contractual, fiduciary or employment relationship or by being a director, officer or an employee of the company or holds any position including a professional or business relationship between himself and the company whether temporary or permanent, that allows such person, directly or indirectly, access to unpublished price sensitive information or is reasonably expected to allow such access.
 - (ii) Without prejudice to the generality of the foregoing, the persons falling within the following categories shall be deemed to be connected persons unless the contrary is established, -
 - a. an immediate relative of connected persons specified in clause (i); or
 - b. a holding company or associate company or subsidiary company; or
 - c. an intermediary as specified in section 12 of the Act or an employee or director thereof; or
 - d. an investment company, trustee company, asset management company or an employee or director thereof; or
 - e. an official of a stock exchange or of clearing house or corporation; or
 - f. a member of board of trustees of a mutual fund or a member of the board of directors of the asset management company of a mutual fund or is an employee thereof; or

- g. a member of the board of directors or an employee, of a public financial institution as defined in section 2 (72) of the Companies Act, 2013; or
 - h. an official or an employee of a self-regulatory organization recognized or authorized by the Board; or
 - i. a banker of the company; or
 - j. a concern, firm, trust, Hindu undivided family, company or association of persons wherein a director of a company or his immediate relative or banker of the company, has more than ten per cent. of the holding or interest;

- ix. **“Designated Person”** shall include:
 - i. Directors of the Company;
 - ii. Key Managerial Personnel appointed under the Companies Act, 2013;
 - iii. Any person on whose directions or instructions the Board or any one or more Director of the Company or its subsidiary company(s), is or are accustomed to act;
 - iv. Executive Assistants and / or Secretaries of those mentioned in (a) to (b);
 - v. Permanent invitees to the meetings of the Board of Directors of the Company and to the Committee Meetings;
 - vi. any person having contractual or fiduciary relation with the Company, such as auditors, accountancy firms, law firms, analysts, consultants etc., assisting or advising the Company;
 - vii. Such other persons as may be notified by the Compliance Officer from time to time.

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

- xi. **“Employee(s)”** shall mean and include
 - a. All Employees of the Company and includes personnel engaged on probation or on contract;
 - b. All Directors of the Company

- xii. **“Generally Available Information”** means information that is accessible to the public on a non-discriminatory basis;

- xiii. **“Grey List”** or **“Restricted List”** shall mean the list of companies maintained by the Company whose Trading/ Dealing in Securities by Designated Persons and their Immediate Relative is regulated.

- xiv. **“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.

- xv. **“Insider”** means any person who is:
 - a. a Connected person; or
 - b. in possession of or having access to unpublished price sensitive information

- c. in receipt of unpublished price sensitive information pursuant to any legitimate purpose
- xvi. **“Insider Trading”** means:
 - (i) an act of subscribing, buying, selling, dealing or pledging or agreeing to subscribe, buy, sell, deal or pledge in any Securities by an Insider either as principal or agent if such insider is reasonably expected to have access to any UPSI in respect of such Securities; or
 - (ii) an act of counseling about procuring or communicating directly or indirectly any UPSI relating to any Securities, to any person.
- xvii. **“Insider Trading Regulations”** means the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time.
- xviii. **“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.
- xix. **“Key Managerial Personnel” or “KMP”** means persons as defined in the Companies Act, 2013
- xx. **“Need to Know Basis”** means the disclosure of UPSI only to those within the Company who need the information to discharge their duties or to any other person as may be required under laws applicable to the Company.
- xxi. **“Promoter”** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulation, 2009 or any modifications thereof.
- xxii. **“Promoter Group”** shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof;
- xxiii. **“Company’s Securities” or “Securities of the Company”** shall include Securities as defined under the Securities Contract (Regulation) Act, 1956 or any modification thereof except units of mutual fund.
- xxiv. **“Subsidiary Company”** shall have the same meaning as defined under the Companies Act, 2013 and the rules framed thereunder.
- xxv. **“Trading in Company’s Securities”** means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, sell, deal in securities of the Company, and "trade" shall be construed accordingly.

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

xxvii. “Trading Window” shall mean the period during which trading in Securities of the Company by Designated Persons or their immediate relatives would be allowed subject to the provisions of this Code and the Articles of Association of the Company.

xxviii. “Unpublished Price Sensitive Information/ Price Sensitive Information/ 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 of the Company and shall, ordinarily including but not restricted to, information relating to the following:

- a. financial results;
- b. declaration of dividends (final and interim);
- c. change in capital structure;
- d. mergers, de-mergers, acquisitions, delisting, disposals and expansion of business and such other transactions;
- e. changes in key managerial personnel

4. **Compliance Officer**

The Company shall appoint a Compliance Officer for the purpose of the Insider Trading Regulations and this Code. The Compliance Officer shall report to the Board of Directors and shall provide reports to the Chairman of Audit Committee whenever required.

The Compliance Officer shall be responsible for:

- (i) monitoring trades and the implementation of this Code under the overall supervision of the Board of Directors of the Company;
- (ii) compliance with policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of Unpublished Price Sensitive Information;
- (iii) reviewing the trading plan and assessing the potential of the plan for violating the Insider Trading Regulations;
- (iv) approving and monitoring the implementation of the plan;
- (v) notifying the trading plan to the stock exchanges where the securities of the Company are listed, upon approval of the plan;
- (vi) providing reports to the Board of Directors or the Chairman of the Audit Committee on a quarterly basis on the compliance status and such other additional reports as the situations may warrant.
- (vii) accessing the declaration received for pre-clearances in order to ascertain whether such a declaration is reasonably capable of being rendered inadequate.
- (viii) to prepare and maintain the Restricted List with the help of Senior Management/ Department Heads and to maintain it in absolute confidential.

The Compliance Officer shall assist the Designated Persons in addressing any clarifications regarding the Insider Trading Regulations, the Code and the Company's Code of Corporate Disclosure Practices for Prevention of Insider Trading.

5. **Preservation, Communication and Procurement of Unpublished Price Sensitive Information**

- i. Designated Persons and other Employees shall maintain the confidentiality of all Unpublished Price Sensitive Information. They shall not pass on such information to any person including other insiders except where such communication is in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.
- ii. Unpublished Price Sensitive Information is to be handled within and outside the Company on a "need to know" basis and no such unpublished price sensitive information shall be communicated to any person except in furtherance of legitimate purposes, performance of duties or discharge of legal obligations. The term legitimate purpose is explained at the relevant place of this Code. A Code of Fair Disclosure & Conduct shall be approved to determine the manner in which information must be disseminated to the general public.
- iii. Unpublished Price Sensitive Information should be disclosed only to those within the Company who need the information to discharge their duty and whose possession of such information will not give rise to a conflict of interest or appearance of misuse of the information.
- iv. All Unpublished Price Sensitive Information directly received by any Employee should immediately be reported to the head of the Department.
- v. If, in the performance of duties, it becomes necessary for the Designated Person and other employee to disclose any Price Sensitive Information to any person outside the Company, e.g., Advisors, Auditors, Consultants, Merchant Bankers, etc., the Designated Person and other employee shall ensure that the concerned Advisor, Auditor, Consultant, Merchant Banker, etc., executes a confidentiality agreement in the prescribed format (**Annexure III**) with the Company.
- vi. No Designated Person shall procure from or cause the communication by any Insider, of Unpublished Price Sensitive Information, relating to a Company or securities listed or proposed to be listed, except in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.
- vii. Files containing confidential information shall be kept secure. Computer files must have adequate security of login and password etc.
- viii. Chinese wall procedures and physical arrangements (collectively "Chinese Walls") shall be used to manage confidential information and prevent the inadvertent spread and misuse of price sensitive information. In general, Chinese Walls separate areas that have

access to price sensitive information (“Insider Areas”) from those who do not have such access (“Public Areas”). As such, Chinese Walls are designed to operate as barriers to the passing of price sensitive information and other confidential information.

- ix. Where Chinese Wall arrangement is in place Employees working within an Insider Area are prohibited from communicating any price sensitive information to Employees in Public Areas without the prior approval of the Compliance Officer.
- x. 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 price sensitive information is not posted on IT systems that are available outside specific Insider areas (e.g. Intranet). Known or suspected breaches of the Chinese Wall must be referred to the Compliance Officer immediately.
- xi. The establishment of Chinese Walls is not intended to suggest that price sensitive information can circulate freely within Insider Areas. The ‘need-to-know’ principle shall be fully in effect within Insider Areas. In exceptional circumstances, Employees from the Public Areas may be allowed to ‘cross the wall’ and given 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.

6. **Maintenance of structural digital database of persons:**

The board of directors shall ensure that a structured digital database is maintained containing the names of such persons or entities as the case may be with whom information is shared under this regulation along with the Permanent Account Number or any other identifier authorized by law where Permanent Account Number is not available.

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

Designated persons shall be required to disclose names and Permanent Account Number or any other identifier authorized by law of the following persons to the company on an annual basis and as and when the information changes (**Form ‘H’ & Form ‘I’**):

- a) immediate relatives;
- b) persons with whom such designated person(s) shares a material financial relationship;
- c) Phone, mobile and cell numbers which are used by them.

In addition, the names of educational institutions from which designated persons have graduated and names of their past employers shall also be disclosed on a one-time basis.

7. Prevention of misuse of Unpublished Price Sensitive Information & trading in securities

No insider shall trade in securities that are listed or proposed to be listed on a stock exchange when in possession of unpublished price sensitive information. If any trading has been done, then it shall be assumed that it was motivated by the knowledge and awareness of such information in his possession.

However, the exceptions for the above are:

- a. the transaction is an off-market *inter-se* transfer between Insiders who were in possession of the same unpublished price sensitive information without being in breach of Regulation 3 and both parties had made a conscious and informed trade decision;
- b. The transactions have been reported by Insiders within 2 (two) working days to the Company & the Company shall inform the same to the Stock Exchange within 2 (two) trading days from receipt of the disclosure or from becoming aware of such information;
- c. the transaction was carried out through the block deal window mechanism between persons who were in possession of the Unpublished Price Sensitive Information without being in breach of Regulation 3 and both parties had made a conscious and informed trade decision;
- d. the transaction in question was carried out pursuant to a statutory or regulatory obligation to carry out a bona fide transaction;
- e. the transaction in question was undertaken pursuant to the exercise of stock options in respect of which the exercise price was pre-determined in compliance with applicable regulations;
- f. the trades were pursuant to a trading plan set up in accordance with Regulation 5;
- g. in the case of non-individual insiders: –
 - i. the individuals who were in possession of such Unpublished Price Sensitive Information were different from the individuals taking trading decisions and such decision-making individuals were not in possession of such Unpublished Price Sensitive Information when they took the decision to trade; and
 - ii. appropriate and adequate arrangements were in place to ensure that these regulations are not violated and no Unpublished Price Sensitive Information was communicated by the individuals possessing the information to the individuals taking trading decisions and there is no evidence of such arrangements having been breached;

In case of trading by connected person, the onus of establishing, that they were not in possession of unpublished price sensitive information, shall be on such Connected persons and in other cases, the onus would be on the Board.

All Designated Persons and their Immediate Relative(s) shall be subject to the trading restrictions as enumerated below:

7.1 Trading Window

- i. The Designated Person and his/ her Immediate Relative(s) shall trade in securities of the Company only when the Trading Window is open.
- ii. The Trading Window shall be closed when the Compliance Officer determines that a Designated Person or class of Designated Persons have access to Unpublished Price Sensitive Information with respect to Securities of the Company. Such restrictions shall be imposed in relation to such securities to which such UPSI relates.
- iii. Trading restriction period shall be made applicable from the end of every quarter till 48 hours after the declaration of financial results. The gap between clearance of accounts by audit committee and board meeting should be as narrow as possible and preferably on the same day to avoid leakage of material information.
- iv. In other cases the timing for closing and re-opening of the trading window shall be determined by the Compliance Officer taking into account various factors including the Unpublished Price Sensitive Information in question becoming generally available and being capable of assimilation by the market, which in any event shall not be earlier than 48 (forty-eight) hours after the information becomes generally available.
- v. When the trading window is open, trading by Designated Persons shall be subject to pre-clearance by the Compliance Officer, if the value of the proposed trades is above thresholds stipulated in clause 7.2. No Designated Person shall apply for pre-clearance of any proposed trade if such Designated Person is in possession of Unpublished Price Sensitive Information even if the trading window is closed.
- vi. **In case of Employee Stock Option Plan exercise of options shall be allowed during the Trading Window is closed. However, trade in shares allotted on exercise of options shall not be allowed when the Trading Window is closed.**

7.2 Pre-clearance of trades

- i. All Designated Person and their Immediate Relative(s) who intend to deal in the Company's Securities, when the Trading Window is open, should obtain pre-clearance of the transactions, by making an application in the prescribed form (**Form 'E'**) and containing the prescribed undertaking/declaration to the Compliance Officer (**Form 'F'**) where the number of Company's Securities or the aggregate value of the Company's Securities to be dealt during a calendar month exceeds the number or the value specified by the board of the Company.

- ii. **Accordingly, the Designated Persons and their Immediate Relative(s) shall be required to obtain pre-clearance approvals from the Compliance Officer, where:**
 - (a) the number of shares bought or sold exceed 1,000 shares; or
 - (b) the transaction (buy or sell) value exceeds Rs. 1,00,000 (One Lakh); whichever is higher; for transactions proposed to be entered into by themselves or their Immediate Relative(s).

Prior to approving of trades, the Designated Person must give a declaration to the Compliance Officer that the Employee is not possession of any Unpublished Price Sensitive Information.

- iii. All Designated Persons and their Immediate Relatives who intend to trade in Grey List Securities should pre-clear the transactions, by making an application in the prescribed form and containing the prescribed undertaking to the Compliance Officer. The Compliance Officer shall maintain a list of 'Grey List Securities' which shall be used as the basis for approving or rejecting applications for preclearance of trades.
- iv. The pre-cleared trade should be executed by the Designated Person or their Immediate Relative, as the case may be, within 7 (seven) Trading Days, failing which fresh pre-clearance will be required for the respective trades to be executed.
- v. The Compliance Officer shall either clear the requested deal or decline to clear the requested deal within 7 (seven) Trading Days of the receipt of the application vide an Approval Letter. In case the clearance is declined the Compliance Officer shall assign reasons in writing for doing so. If the Designated Person does not receive any response from the Compliance Officer within the aforesaid period of 7 (seven) Trading Days, the requested deal can be deemed to have been cleared by the Compliance Officer.
- vi. In case the Compliance Officer or any of his Immediate relative(s) wish to deal in the Company's Securities, he would have to make the application in the prescribed **Form 'E'** to the Managing Director / Whole- Time Director of the Company who would consider the requested deal within 7 (seven) Trading Days as aforesaid. The remaining provisions of this clause, as applicable to Designated Person, would also apply to the Compliance Officer. The Compliance Officer, may delegate the power to clear the pre-clearance requests to the Function Head handling this process while the Compliance Officer is on leave or travelling.
- vii. The provisions relating to pre-clearance shall not be applicable for trades pursuant to exercise of stock options.

7.3 Other restrictions

- i. 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 shares of the Company during the next 6 (six) months following the prior transaction.

- ii. The shares acquired by way of exercise of Employee Stock Option Scheme shall not be considered as purchase for the purpose of this Code. However, once the shares are acquired on exercise of Employee Stock Option are sold, the restriction on buying would become applicable for the next 6 (six) months.
- iii. In the case of subscription in the primary market (initial public offers / further public offers), the Designated Employees shall hold their investments for a minimum period of 30 (thirty) days. The holding period would commence when the Securities of the Company are actually allotted.
- iv. The Designated Person shall hold the Company's Securities granted on exercise of options under the Employees Stock Option Scheme of the Company for a minimum period of 30 (thirty) days in order that it be considered as being held for investment purposes.
- v. In case the sale of Company's Securities is necessitated by personal emergency, the holding period may be waived by the Compliance Officer after recording in writing his/her reasons in this regard upon an application made in prescribed **Form 'G'**. The concerned Designated Employee shall sell the said shares within 7 (seven) trading days after the approval is given or lesser period whichever is earlier.
- vi. 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.

8. Trading Plans

Any insider who may be perpetually in possession of Unpublished Price Sensitive Information may formulate trading plan (**Annexure I**) enabling him/her to trade in securities in a compliant manner. The Compliance Officer is required to review such trading plan to assess whether the trading plan will potentially not violate the Insider Trading Regulations. Trading plan approved by the compliance officer should be notified to the stock exchanges where the securities are listed.

Trading Plan shall:

- not entail commencement of trading on behalf of the insider earlier than six months from the public disclosure of the plan;
- not entail trading for the period between the twentieth trading day prior to the last day of any financial period for which results are required to be announced by the issuer of the securities and the second trading day after the disclosure of such financial results;
- entail trading for a period of not less than twelve months;
- not entail overlap of any period for which another trading plan is already in existence;
- set out either the value of trades to be effected or the number of securities to be traded along with the nature of the trade and the intervals at, or dates on which such trades shall be effected; and
- not entail trading in securities for market abuse.

Compliance Officer may seek express undertakings necessary for the assessment, approval, and implementation of the trading plan. An approved trading plan is irrevocable. Insider cannot execute any trade outside the scope of the trading plan.

Trading plan to state either the value of the trades to be effected or the number of securities to be traded along with the nature of the trade and the intervals at, or the dates on which such trades shall be executed. Implementation of a trading plan shall not commence if any Unpublished Price Sensitive Information in possession of the insider at the time of formulation of the plan is not generally available at the time of commencement of implementation. Compliance officer may defer the commencement until such Unpublished Price Sensitive Information is generally available.

The trading plan of the Compliance Officer, if any, shall be presented to the Audit Committee for approval.

9. **Reporting Requirements for transactions in securities**

The disclosures are required to be made by the Designated Persons, their Immediate Relatives and by any other person for whom such person is taking trading decisions.

Initial Disclosures:

Initial disclosure of Company's Securities held by the Promoter, member of the promoter group and Designated Persons of the Company to be made within thirty (30) days from the date of the Insider Trading Regulations being effective (**Form 'A'**).

Initial disclosure of Company's Securities held by the Promoter, member of the promoter group and Designated Persons to be made within two (2) trading days from the date of appointment in the Company or from the date of becoming a Connected person. (**Form 'A'**),

In the event an Immediate Relative acquiring Securities of the Company for the first time or any existing Immediate Relative ceasing to be Dependent, the concerned Designated Person shall forthwith give a Notice in writing of such development to the Compliance Officer. (**Form 'A'**)

Details of Securities held on becoming a Promoter or member of the promoter group or appointment as a Key Managerial Personnel (KMP) or Director as mentioned in Insider Trading Regulations shall within seven (7) days of such appointment in writing of such development to the Company in **Form 'B'**.

All holdings in Securities of the Company by Designated Persons upon being identified as a Designated Person within seven (7) days as detailed in **Form 'H'**.

Continual Disclosures:

Continual Disclosure of Company's Securities acquired or disposed of by the Promoter or member of the promoter group and/or Designated Person or Employee, in case the value of securities traded, whether in one transaction or a series of transactions over a calendar quarter, aggregates to a traded value in excess of Rs. 10,00,000 (Rupees Ten Lakh) shall be made within two (2) trading days of such transaction, (**Form 'C'**)

The disclosures shall also include trading in derivatives of the Company and the traded value of the derivatives shall be taken into account for this purposes.

The Company shall notify the particulars of such trading, mentioned in Form C, to the stock exchange, on which the securities of the Company are listed within 2 (two) trading days from the date of receipt of the disclosures or from becoming aware of such information.

The Compliance Officer shall maintain records of all the declarations in appropriate forms given by the Designated Person for a minimum period of five (5) years.

Disclosure by Connected Persons:

The Compliance officer may, at its discretion require any other Insider to make disclosures of holdings and trading in Securities of the Company in such form and at such frequency as may be deemed necessary in order to monitor compliance with these SEBI Regulations in **Form D**.

The Compliance officer may from time to time review and modify the formats for submitting disclosures, as may be appropriate.

10. **Penalty for contravention of the Code**

• **Consequence of Non-Compliance with the Policy**

Any Designated Persons or any Employee including their Immediate Relatives 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. Breach of the provisions of the Code attracts serious penal consequences as may be decided by the Board of Directors.

Designated Persons or any Employee including their Immediate Relatives who violate the Code of Conduct shall also be subject to disciplinary action by the Company, which would be determined by the Board of Directors, based on the recommendations of a committee set up for this purpose.

The penalty may include wage freeze, suspension, ineligibility for future participation in employee stock option plans, suspension, recovery, clawback etc., by the Company.

The above actions of Company will be without prejudice to any civil or criminal action that the regulatory authorities may initiate against such an Employee in case of violation of the Insider Trading Regulations.

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

- **Penalties by the Statutory Authorities**

If any Insider contravenes any of the provisions of the Insider Trading Code / SEBI Regulations, such Insider will be liable for appropriate penal actions in accordance with the provisions of the SEBI Act, 1992.

11. **Miscellaneous**

The Board of Directors shall be empowered to amend, modify, and interpret these Rules and such Rules shall be effective from such date that the Board may notify in this behalf.

Intermediary or fiduciary engaged by the Company shall put in place adequate and effective system of internal controls to ensure compliance with the requirements given in the SEBI Regulations to prevent insider trading.

The Company shall engage such Intermediary or Fiduciary who have formulated Code of Conducts as per required under SEBI (Prohibition of Insider Trading) Regulations, 2015 to govern trading in securities by their designated persons and for handling the UPSI in their organization.

12. **Jurisdiction**

In the event of any dispute arising from the provision of the Code or its interpretation, the same shall be subject to the exclusive jurisdiction of the Courts at Mumbai.

13. **Confirmation**

The Insider Trading Regulations and the Code have been uploaded on the intranet and website of the Company. All Employees/Designated Person hereby acknowledge to have read and fully understood their obligation under the Insider Trading Regulations and the Code and have undertaken to unconditionally abide by the same. They can contact the Compliance Officer for any clarification/assistance.

The responsibility of complying with the provisions of the Insider Trading Regulations and the Code shall be entirely on the Employees and Designated Persons including any violation by their Immediate Relative.

CODE OF PRACTICES AND PROCEDURES FOR FAIR DISCLOSURE OF UNPUBLISHED PRICE SENSITIVE INFORMATION

Principles of fair Disclosure and Conduct in terms of Schedule A read with Regulation 8(1) of SEBI Regulations

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

Policy for determination of 'legitimate purpose'

In terms of the SEBI Regulations, the term "legitimate purpose" is clarified to include sharing of UPSI in the ordinary course of business by an insider with Company's partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, insolvency professionals or other advisors or consultants, provided that such sharing of UPSI has not been carried out to evade or circumvent the prohibitions of the SEBI Regulations;

Any person in receipt of UPSI pursuant to a "legitimate purpose" shall be considered as "Insider" for the purposes of the SEBI Regulations;

The SEBI Regulations require the Board to formulate a policy for determination of 'legitimate purpose', in line with the guidance provided in the SEBI Regulations. The assessment of whether sharing of UPSI for a particular instance would tantamount to 'legitimate purpose' would entirely depend on the specific facts and circumstances of each case. Accordingly, this Policy only sets out the principles that should be considered while assessing if the purpose for which UPSI is proposed to be shared is "legitimate";

Primarily, the following factors should be considered:

- whether sharing of such information is in the ordinary course of business of the Company;
- whether information is sought to be shared to evade or circumvent the prohibitions of the Regulations;

- whether sharing the information is in the best interests of the Company or in furtherance of a genuine commercial purpose;
- whether the information is required to be shared for enabling the Company to discharge its legal obligations;
- whether the nature of information being shared is commensurate to the purpose for which access is sought to be provided to the recipient.

It is clarified that in the event there exist multiple purposes for sharing UPSI, each purpose will be evaluated on its own merits, in line with the aforementioned principles;

The recipient of UPSI shall be informed of the following, by way of oral/ written intimation and/ or contractual agreement, such as, confidentiality agreement or non – disclosure agreement (**Annexure III**), that:

- the information being shared is UPSI and that the Company is the exclusive owner of such UPSI;
- upon receipt of UPSI, the recipient would be deemed to be an Insider and subject to the provisions of the SEBI Regulations,
- the recipient must maintain confidentiality of the UPSI at all times,
- the recipient may use the UPSI only for the approved purposes for which it was disclosed;
- the recipient should provide a written undertaking that he/she/it shall not undertake Trades in the securities of the Company while in possession of the UPSI;
- the recipient must extend all cooperation to the Company, as may be required in this regard, and;
- the recipient must also adopt a code of conduct in terms of Regulation 9 of the SEBI Regulations, to inter alia ensure that it safeguards the UPSI in line with the SEBI Regulations;

The information should be shared by the Company, from time to time, in the ordinary course of its business activities with its advisers and service providers, viz., auditors, merchant bankers and legal advisers/consultants of the Company, in line with the aforementioned principles;

Additionally, the Board, or the Compliance Officer or any person authorized by the Board in this regard, shall be responsible for maintaining structured digital database, in compliance with the SEBI Regulations, comprising necessary details of all recipients of UPSI, who receive UPSI in compliance with the SEBI Regulations, including, name, address, email, Permanent Account Number (PAN), or any other identifier authorised by law (where PAN is not available) and such other documents as may be necessary, in the manner that may be prescribed by the Board or SEBI. In this regard, adequate systems and controls shall be put in place to ensure compliance with the SEBI Regulations towards sharing of UPSI for legitimate purposes.

Amendment of this Policy

The Board reserves the right to amend or modify this policy in whole or in part, as it may deem appropriate, to ensure compliance with the SEBI Regulations.

POLICY FOR PROCEDURE OF INQUIRY IN CASE OF LEAK OF UNPUBLISHED PRICE SENSITIVE INFORMATION (“UPSI”) OR SUSPECTED LEAK OF UPSI

The SEBI (Prohibition of Insider Trading) (Amendment) Regulations, 2018 has mandated every listed company to formulate a written policy and procedures for inquiry in case of leak of Unpublished Price Sensitive Information (UPSI) and initiate appropriate inquiries on becoming aware of leak of UPSI and inform the Board of Directors promptly of such leaks, inquiries and results of such inquiries. In this regard, Board of Directors of the Company have adopted down this policy for procedure of inquiry in case of leak of UPSI ('the policy').

UPSI Means any information, relating to the Company or its securities, directly or indirectly, that is not generally available and which upon becoming generally available, is likely to materially affect the price of the securities and shall, ordinarily, be the information, including but not restricted to, the following:

- (a) Financial results;
- (b) Dividends;
- (c) Changes in capital structure;
- (d) Mergers, de-mergers, acquisitions, de-listings, disposals and expansion of business and such other transactions; and
- (e) Changes in Key Managerial Personnel.

DUTIES OF COMPLIANCE OFFICER (CO)

The CO shall be responsible to;

- (i) Oversee the Compliance of this Policy.
- (ii) Report the incident of actual or suspected leak of UPSI (**Annexure II**) to the Securities and Exchange Board of India.
- (iii) Intimate the incident of actual or suspected leak of UPSI to the Stock Exchanges.
- (iv) To co-ordinate with and disclose the relevant facts of the incident of actual or suspected leak of UPSI to the Board of Directors/ Audit Committee or Enquiry committee, to be constituted, if required.

DISCLOSURE OF ACTUAL OF SUSPECTED LEAK OF UPSI TO STOCK EXCHANGES

On becoming aware of actual or suspected leak of UPSI of the Company, the CO shall ensure that the same shall be promptly intimated to the SEBI/Stock Exchanges on which the securities of the Company are listed.

REPORT OF ACTUAL OF SUSPECTED LEAK OF UPSI TO SEBI

On becoming aware of actual or suspected leak of UPSI of the Company, the CO shall ensure that a report on such actual or suspected leak of UPSI, preliminary enquiry thereon and results thereof shall be promptly made to the SEBI/ Stock Exchanges on which the securities of the Company are listed.

CONSTITUTION OF ENQUIRY COMMITTEE

As and when required, the Board of Directors or any Committee authorized by them in this behalf shall constitute a committee to be called as “Enquiry Committee”. The Enquiry Committee shall consist of minimum 3 (three) Members which shall include Compliance Officer, Chairman of the Board, One Independent Director and any other officer of the Company as may be mutually decided by the members of the Committee.

DUTIES OF ENQUIRY COMMITTEE

The Enquiry Committee shall be responsible:

- (a) To conduct a preliminary enquiry to ascertain the truth contained in the information or complaint pertaining to actual or suspected leak of UPSI, if any;
- (b) To authorize any person to collect necessary support material; and
- (c) To decide disciplinary action thereon.

PROCEDURE FOR ENQUIRY IN CASE OF LEAK OF UPSI

On becoming aware of actual or suspected leak of UPSI of the Company, including by way of:

- of *suo motu* or otherwise including through its internal monitoring;
- written complaint and/or email received through the whistle blower mechanism of the Company; or
- communication received from regulatory authorities by any promoter, director, key managerial person, Insider, Employee, Designated personnel, support staff or any other known or unknown person, the CO after informing the same to the Managing Director or Chief Financial Officer of the Company, shall follow the below mentioned procedure in order to enquire and/or investigate the matter:

(a) Preliminary Enquiry:

Preliminary enquiry is a fact-finding exercise. The object of preliminary enquiry is to ascertain the truth or otherwise of the allegations contained in the information or complaint, if any and to collect necessary available material in support of the allegations and thereafter to decide whether there is justification to embark on any disciplinary action.

The Enquiry Committee shall appoint and/or authorize any person(s), as it may deem fit, to initiate/conduct an enquiry to collect the relevant fact, material substances on actual or suspected leak of UPSI.

(b) Report of Preliminary Enquiry to the Enquiry Committee:

The Person(s) appointed/authorized to enquire the matter of actual or suspected leak of UPSI shall submit his report to the Enquiry Committee within 7 (seven) days from the date of his appointment on this behalf. However, the period of 7 (seven) days can be extended by the Committee, if deemed necessary.

(c) Disciplinary Action:

The Disciplinary action(s) shall include salary / wage freeze, suspension, recovery, termination of employment contract/agreement etc., as may be decided by the Members of the Committee. Also, any profit, directly or indirectly earned through leak of UPSI shall be returned back to the Company. Any support staff, Insider, designated person, their immediate relative or any other person who have UPSI available with him and who leaks such UPSI, on account of which the Company suffer any losses, then, such support staff, insider, designated person, their immediate relative or any other person having access to UPSI, as the case may be, shall indemnify the Company for such losses. The decision of the Committee and/or Board of Directors shall be final and binding.

PROTECTION OF EMPLOYEES AGAINST RETALIATION AND VICTIMIZATION

Any suspected violation of leak of UPSI or violation of this Code can be reported under whistle blower mechanism. Retaliation for reporting suspected violation is strictly prohibited under this Policy.

AMENDMENT

The Board of Directors of the Company, subject to applicable laws, rules and regulations, may amend / substitute any provision(s) with a new provision(s) or replace this entire Policy with a new Policy. In any circumstance where the terms of this Policy differ from any law, rule, regulation etc. for the time being in force, the law, rule, regulation etc. shall take precedence over this Policy.

This Policy and any subsequent amendment(s) thereto, shall be promptly intimated to the Stock Exchanges, if required under SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and/or SEBI (Prohibition of Insider Trading) Regulations, 2015 and any amendment or re- enactment thereto.

INTERPRETATION

- (a) The CO shall be consulted on the matters of interpretation of any of the provisions of this Code. The CO shall have a right to consult an expert for seeking clarification on any of the provisions of the Regulations or this Code.
- (b) Any reference in this Code to male gender shall be construed to include female and neuter gender.
- (c) Words and expressions used and not defined in this Code but defined in the Securities and Exchange Board of India Act, 1992 (15 of 1992), the Securities Contracts (Regulation) Act, 1956 (42 of 1956), the Depositories Act, 1996 (22 of 1996) or the Companies Act, 2013 (18 of 2013), and rules and regulations made thereunder shall have the meanings respectively assigned to them in those regulations.
- (d) The words defined in the Code have been capitalized.
- (e) In case if any of the provisions of this Code are found to be not in conformity with the provisions of the Regulations or any law or rules and regulations framed under any law (hereinafter referred to as the provision of law) then the provision of law shall prevail over such provision of the Code. In such a case, the other provisions of this Code which are not inconsistent with the provision of the law shall continue to apply.

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]

Name of the company: Niyogin Fintech Limited

ISIN of the Company: INE480D01010

Details of Securities of the Company held by Promoter, Key Managerial Personnel (KMP), Director, their immediate relatives and such persons for whom such Promoter, KMP or Director takes trading decisions

Name, PAN No., CIN/DIN, Address & Contact No.	Category (Promoter/ Director/ Relatives/others) KMP/ Immediate	Securities held as on the date of regulation coming into force		% of Shareholding
		Type of Security (For eg. – Shares, Warrants, Convertible Debentures etc.)	Number	
(1)	(2)	(3)	(4)	(5)

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

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

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

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

Name & Signature:
 Designation:

Date:
 Place:

Form – B
Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015
[Regulation 7 (1) (b) read with Regulation 6 (2)]

Name of the company: Niyogin Fintech Limited

ISIN of the Company: INE480D01010

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

Name, PAN No., CIN/DIN, Address & Contact No.	Category (Promoter/ Director/ KMP/ Immediate Relatives/others)	Date of appointment of Director /KMP OR Date of becoming Promoter	Securities held as on the date of becoming Promoter/ Appointment of Director/ KMP		% of Shareholding
			Type of Security (For e.g. – Shares, Warrants, Convertible Debentures etc.)	Number	
(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 of the company held on appointment of Key Managerial Personnel (KMP) or Director or upon becoming Promoter and other such persons as mentioned in Regulation 6(2)

Open Interest of the Future contracts held at the time of becoming Promoter/ appointment of Director/ KMP			Open Interest of the Option Contracts held at the time of becoming Promoter/ appointment of Director/ KMP		
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)]

Name of the company: Niyogin Fintech Limited

ISIN of the Company: INE480D01010

Details of change in holding of Securities of Promoter, Employee or Director of a listed company and other such persons as mentioned in Regulation 6(2).

Name, PAN, CIN/DIN, & address of Promoter/ Employee / Director with contact nos.	Category of Person (Promoters/ KMP/ Directors/ immediate relatives/ others etc.)	Securities held prior to acquisition/disposal		Securities acquired/ disposed				Securities acquired/Disposed		Date of allotment advice/ acquisition of shares/ sale of shares specify		Date of intimation to company	Mode of acquisition / disposal (on market/ public / rights/ preferential offer / off market/ Inter-se transfer, ESOPs etc.)
		Type of Security (For eg.– Shares, Warrants, Convertible Debentures etc.)	No. and % of shareholding	Type of Security (For eg.– Shares, Warrants, Convertible Debentures etc.)	No. and % of shareholding	Value	Transaction Type (Buy/Sale/ Pledge /Revoke/ Invoke)	Type of Security (For eg.– Shares, Warrants, Convertible Debentures etc.)	No. and % of shareholding	From	To		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)

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

Signature:
Name and Designation:
Date:
Place:

Details of trading in derivatives of the company by Promoter, Employee or Director of a listed company and other such persons as mentioned in Regulation 6(2).

Trading in derivatives (Specify type of contract, Futures or Options etc.)						Exchange on which the trade was executed
Type of Contract	Contract Specifications	Buy		Sell		
		Notional Value	Number of units (contracts * lot size)	Notional Value	Number of units (contracts * lot size)	
(15)	(16)	(17)	(18)	(19)	(20)	(21)

Signature:

Name and Designation:

Date:

Place:

Form – D

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

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

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

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

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

Trading in derivatives (Specify type of contract, Futures or Options etc.)						Exchange on which the trade was executed
Type of Contract	Contract Specifications	Buy		Sell		
		Notional Value	Number of units (contracts * lot size)	Notional Value	Number of units (contracts * lot size)	
(15)	(16)	(17)	(18)	(19)	(20)	(21)

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

Signature:
Name and Designation:

Date:
Place:

FORM – E

*(Application form for pre-clearance of trades in Company's Securities)
(Under Clause 7.2 of Code of Conduct)*

Date:

To,
The Compliance Officer,
Niyogin Fintech Limited
311/312, Neelkanth Corporate IT Park
Kiro Road, Vidyavihar West
Mumbai - 400086

[Note: In case the application for pre-clearance is being made by the Compliance Officer or his immediate relative, the letter to be addressed 'The Managing Director/ Whole-time Director' Niyogin Fintech Limited]

Dear Sir/Madam,

Re: Application for Pre-clearance of trade in equity shares of the Company

Pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time ("**Insider Trading Regulations**") and the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders in Securities, ("**Code**") adopted in terms of the Insider Trading Regulations, I seek approval to purchase/ sale/ subscription of **[insert number]** equity shares of the Company as per details given below:

1.	Name of the Applicant		
2.	Relationship with the Applicant		
3.	Designation		
4.	Number of Securities held as on date		
5.	PAN of the Applicant		
6.	Folio No./ DP ID and Client ID (in case of Demat holder)		
7.	The proposal is for: (a) purchase of securities (b) subscription to securities (c) sale of securities (d) Pledge		
8.	Proposed date for dealing in securities		
9.	Estimated number of securities proposed to be purchased/subscribed/sold/pledged		
10.	Current Market Price (if market transaction- as on the date of application)		
11.	Whether the proposed transaction will be through stock exchange or off-market trade		
12.	Price (in case of Off-market Transaction)		
13.	BSE/NSE/Other Stock Exchange		

I enclose herewith the Undertaking signed by me in the prescribed format.

Request you to kindly pre-clear the transaction at the earliest.

Yours faithfully,

(Signature of the Applicant)

Please provide all the information. Incomplete forms will not be accepted.

For use of Compliance Officer:

PCO No.	Application recd. date	Approval Date	Approval Granted for (Type of transaction)	Approval granted for (No. of shares)	Pre-clearance upto (dd/mm/yy)	Compliance officer's signature

FORM – F

*(Format for undertaking to be accompanied with application for pre-clearance of trades)
(Under Clause 7.2 of Code of Conduct)*

To,
The Compliance Officer,
Niyogin Fintech Limited (“**Company**”)
311/312, Neelkanth Corporate IT Park
Kirol Road, Vidyavihar (West)
Mumbai - 400086

Dear Sir/Madam,

I, [*insert name*], [*insert designation*] of the Company residing at [*insert address*] as per the SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time and the Company's Insider Trading Policy and Rules for trading in the securities of the Company, am desirous of dealing in [*insert number of shares / other securities*] of the Company as mentioned in my application dated _____ for pre-clearance of the transaction.

As required by the Code for prohibition of Insider Trading of the Company, I further declare that:

- (a) I am not in possession of or otherwise privy to any Unpublished Price Sensitive Information (“**UPSI**”) as defined in the Code of Conduct to Regulate, Monitor and Report Trading by Insiders in Securities of the Company (“**the Code**”) as adopted in terms of the SEBI (Prohibition of Insider Trading) Regulations, 2015 up to the time of signing this Undertaking.
- (b) In the event I have access to or received any information that could be construed as “Price Sensitive Information/ UPSI” as defined in the Code, after the signing of this undertaking but before executing the transaction for which approval is sought, I shall inform the Compliance Officer of the same and shall completely refrain from dealing in the securities of the Company until such information becomes public.
- (c) I have not contravened any provisions of the code of conduct for prohibition of insider trading as notified by the Company from time to time and shall ensure compliance of the same in future.
- (d) I shall not pass on such information to any person directly or indirectly by way of making recommendation for purchase or sale of the Company's securities on the basis of such information.
- (e) I shall maintain strict confidentiality of any UPSI to which I may have access during the course of discharge of my official duties as [*insert designation*] of the Company.
- (f) in the event of this transaction being in violation of the Rules or the applicable laws, (a) I will, unconditionally, release, hold harmless and indemnify to the fullest extent, the Company and its directors and officers, (the ‘indemnified persons’) for all losses, damages, fines, expenses, suffered by the indemnified persons, (b) I will compensate the indemnified persons for all expenses incurred in any investigation, defense, crisis management or public relations activity in relation to this transaction and (c) I authorize the Company to recover from me, the profits arising from this transaction and remit the same to the SEBI for credit of the Investor Protection and Education Fund administered by the SEBI.

I undertake to submit the necessary report within two days of execution of the transaction / a 'Nil' report if the transaction is not undertaken.

If approval is granted, I shall execute the trade within seven days of the receipt of approval failing which I shall seek pre-clearance afresh.

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

Signature:

Name:

Designation:

Date:

*(Draft Approval Letter from the Compliance Officer)
(Under Clause 7.2 of Code of Conduct)*

Date:

To,
Name of the Applicant
Designation

Sub: Pre-clearance of trade in Company's Securities

Ref.: Your application for pre-clearance of transaction for shares of the Company in the name of Mr./ Mrs. _____

With reference to your above application dated _____ pursuant to Clause 7.2 of the "Code of Conduct to Regulate, Monitor and Report Trading by Insiders in Securities of Niyogin Fintech Limited" (the "Code") as adopted in terms of the SEBI (Prohibition of Insider Trading) Regulations, 2015, seeking pre-clearance of your transaction in shares of the Company, we hereby accord our approval to the proposed transaction.

You may kindly note that pursuant to provisions of the said Code, the aforesaid transaction shall be executed within 7 (seven) trading days from the date of receipt of this approval letter, failing which, a fresh application seeking pre-clearance to the proposed transaction together with undertaking in the prescribed format, shall be made afresh within 4 (four) days from the conclusion of the week stated here in above.

Further, you shall not execute any contra trade for a period of 6 (six) months within which the trade was permitted.

Thanking you,
Yours faithfully,

For Niyogin Fintech Limited

Compliance Officer

FORM-G

*(Application form for waiving the holding period)
(Under Clause 7 of Code of Conduct)*

To,
The Compliance Officer
Niyogin Fintech Limited
311/312, Neelkanth Corporate IT Park
Kirod Road, Vidyavihar (West)
Mumbai - 400086

Dear Sir/Madam,

Re: Application for waiving the holding period

Pursuant to the restrictions prescribed under Clause 7 of the **Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders in Securities**, as adopted in terms of the SEBI (Prohibition of Insider Trading) Regulations, 2015, I request you to waive the requirement of holding period of the shares of the company due to the following personal emergency:

I declare that the reasons mentioned above are true and correct.

Date :

Signature : -----

Name:

FORM-H

INITIAL/ CONTINUAL DISCLOSURE FORM

(Initial/ Continual Disclosure of shareholding in Niyogin at the time of joining or at the time of being promoted as Designated Person and as and when the information changes)

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

Notes:

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

.....
Signature

FORM - I
FORM OF ANNUAL DISCLOSURE

(Form of Annual Disclosure for No. of securities of Niyogin held as on 31st March, ___ to be furnished within 30 days from the close of each financial year)

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

Notes:

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

.....
Signature

APPLICATION FOR ANNUAL TRADING PLAN

To,

Date: _____

**The Compliance Officer
Niyogin Fintech Limited**

1. Name of the Applicant: _____ PAN _____
2. No. of securities held in the Company as on date: _____
3. Approval sought for: Self Immediate Relative (IR)
4. Trading plan belongs for a period of _____ months i.e. for a period commencing from _____ and ending on _____
5. Details of the proposed trade:

Sr. No.	Nature of transaction (Sale/ Purchase)	Date of transaction/period/interval for transaction	Value of trade/ No. of securities transacted	Conditions /Remarks

Undertaking:

- a) I will not commence trading earlier than six months from the public disclosure of the plan.
- b) I do not have overlapping trading plan for the same period.
- c) In the event that I am in possession/knowledge of any information that is construed as “Unpublished Price Sensitive Information” as defined in the Policy, at the time of formulation and approval of this plan but which is not made public at the time of trading as per the approved time schedule in the said plan, I shall inform the Compliance Officer of the same and shall completely refrain from dealing in the securities of the Company until such information becomes public;
- d) I have not contravened the provisions of the Insider Trading Policy as notified by the Company from time to time;
- e) I have made full and true disclosure in the matter.
- f) I undertake to abide by this trading plan once approved and shall furnish such declarations/ disclosures as may be deemed necessary by compliance officer for the monitoring of this plan.
- g) I shall not use this trading plan as a tool for market abuse

Signature:**Date:**

For use of Compliance Officer:

Application recd. date	Approval Date	Approval No.	Compliance Officer's signature

Approval granted for Trading Plan for a period of _____ months commencing from _____ up till _____

Notification to Stock Exchange : _____

Signature of Compliance Officer: _____

Format for Reporting Actual or Suspected leak of UPSI to the SEBI

To,
Securities and Exchange Board of India
 Plot No. C 4-A, G Block,
 Near Bank of India, Bandra Kurla Complex,
 Bandra East, Mumbai – 400 051, Maharashtra

Ref.: Scrip Code BSE – 538772
ISIN – INE480D01010

Dear Sir / Madam,

Sub: Report of actual or suspected leak of UPSI pursuant to Regulation 9A (5) of SEBI (Prohibition of Insider Trading) Regulation, 2015.

Pursuant to Regulation 9A (5) of SEBI (Prohibition of Insider Trading) Regulation, 2015, we are reporting actual or suspected leak of Unpublished Price Sensitive Information (UPSI) of the Company, as follows;

Name of Offender, if known.	
Name of Organization.	
Designation (Employee, Insider, Designated Person or any other)	
Nature of Information	
Whether any action initiated by the Company. If yes, narration of the same	Yes/ No
Any other information.	

Request you to take the aforementioned on your records.

Thanking you,

Yours faithfully,
 For **Niyogin Fintech Limited**

Company Secretary & Compliance Officer

(Confidentiality Agreement)
(Under Clause 5 of Code of Conduct)
(On the Letterhead of Niyogin Fintech Limited)

Date:

To

Name of the consultant

Address

Dear Sir,

We have agreed to appoint you as our advisor/consultant /auditor/merchant banker/share transfer agent/for providing service(s) to the Company in respect of our business and in this connection would provide you from time to time various information related to Niyogin Fintech Limited and/or its group and associate company/ies (hereinafter collectively referred to as “**Niyogin**”) which is not generally available 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:** The Recipient recognizes and acknowledges the competitive value of the Information and the damage that could result from the disclosure thereof to third parties. Accordingly, Recipient agrees to keep the Information strictly confidential and will not, without the prior written consent of Niyogin, disclose/communicate such Information to any person 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 or for legitimate purposes or to perform its duties assigned or to discharge its legal obligations (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 Niyogin and its representatives against any breach by any of Recipient’s Representatives of the matters referred to herein.
- (b) **Restrictions on Use:** The Information shall not, without the prior written consent of Niyogin, 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 Niyogin. 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 and amendments thereto, if any, prohibits any person, who possesses or having access to unpublished price sensitive information about Niyogin, from trading securities of Niyogin 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 Niyogin, Recipient shall, and shall cause its Representatives to promptly return all the Information to Niyogin, without retaining any copies, summaries or extracts thereof. In the event of such request, all documents, analysis, compilations, studies or other materials prepared by the 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 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 the Recipient or its Representatives, Niyogin 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 the Recipient or its Representatives, (ii) become available to the Recipient on a non-confidential basis from a source not subject to a confidentiality obligation to Niyogin, whether by contractual, legal or fiduciary obligation or otherwise or (iii) were, as evidenced by written records or other documentation satisfactory to Niyogin, in the Recipient's possession on a non-confidential basis prior to Niyogin's disclosure to the Recipient.

- (2) Without Niyogin's prior written consent, the Recipient shall not and the Recipient shall cause each of its Representatives not to, directly or indirectly, alone or in concert with others, trade in securities of Niyogin or encourage any third party to trade in securities of Niyogin, The term "**securities of Niyogin**" shall mean and include the equity shares of Niyogin and such other securities issued by Niyogin and listed on any recognized Stock Exchange. The term "**trade**" used herein shall mean to subscribe, buy, sell, deal or agreeing to subscribe, buy, sell or deal, directly or indirectly, in securities of Niyogin by any person either as principal or agent.
- (3) In the event that 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 Niyogin with written notice so that Niyogin 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, the Recipient or its Representatives are, in the opinion of Niyogin's counsel, legally compelled to disclose such Information to any tribunal or else, in the opinion of Niyogin's counsel, stand liable for contempt or suffer other censure or penalty, the 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) The Recipient hereby agrees that money 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, Niyogin 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 Niyogin 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 to the non-breaching Party the legal fees and expenses incurred by Niyogin in connection with such litigation, including any appeals therefrom.
- (5) The Recipient further agrees to indemnify, defend, and hold harmless Niyogin and its affiliates and any 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.

Agreed as above

Dated first written above:

For (*Name of the consultant/advisor*)

Signature: _____

Name: _____

Designation: _____

PAN No.: _____

Report by (Name of the listing company/Intermediary/ Fiduciary) for violations related to Code of Conduct under SEBI (Prohibition of Insider Trading) Regulations, 2015

[For listed company: Schedule B read with Regulation 9 (1) of SEBI (Prohibition of Insider Trading) Regulations, 2015]

[For Intermediary/ Fiduciary: Schedule C read with Regulation 9 (1) and 9(2) of SEBI (Prohibition of Insider Trading) Regulations, 2015]

Sr. No.	Particulars	Details
1	Name of the listing company/Intermediary/ Fiduciary	
2.	Please tick appropriate checkbox Reporting in capacity of: <input type="checkbox"/> Listing Company <input type="checkbox"/> Intermediary <input type="checkbox"/> Fiduciary	
3.	Name of the Designated Person (DP) Name of the Immediate Relative of DP if reporting is for immediate relative.	
4.	PAN of the DP PAN of the Immediate Relative of DP if reporting is for immediate relative.	
5.	Designation of the DP	
6.	Functional role of the DP	
7.	Whether DP is Promoter/ Promoter Group/ holding CXO level position (e.g. CEO, CFO, CTO, etc.)	
8.	Transaction details	
	a) Name of the scrip	
	b) No. of shares traded (which includes pledge) and value (Rs) (Date - wise)	
9.	In case value of trade(s) is more than Rs. 10 lacs in a calendar quarter –	
	a) Date of intimation of trade(s) by concerned DP/director/ promoter/ promoter group to Company under regulation 7 of <i>SEBI</i> (Prohibition of Insider Trading) Regulations, 2015	
	b) Date of intimation of trade(s) by Company to stock exchanges under regulation 7 of <i>SEBI</i> (Prohibition of Insider Trading) Regulations, 2015	
10.	Details of violations observed under SEBI (Prohibition of Insider Trading) Regulations, 2015	
11.	Action taken by Listed Company/ Intermediary/ Fiduciary	
12.	Reasons recorded in writing for taking action stated above	

13.	Details of the previous instances of violations, if any, since last financial year	
14.	Any other relevant information	

Yours faithfully

Name and signature of Compliance officer

PAN:

Email id:

Mobile Number:

Date and place: