



**INFIBEAM INCORPORATION LIMITED**  
**[CIN: L64203GJ2010PLC061366]**

**CODE OF CONDUCT FOR PREVENTION OF**  
**INSIDER TRADING – 2015**



**INFIBEAM INCORPORATION LIMITED**

**[CIN: L64203GJ2010PLC061366]**

**Registered Office:** 28<sup>th</sup> Floor, GIFT Two Building, Block No. 56,  
Road-5C, Zone-5, GIFT CITY, Gandhinagar, Taluka &  
District - Gandhinagar – 382 355

**Tel:** +91 79 6777 2200, **Fax:** +91 79 6777 2205

**Email:** [ir@infibeam.ooo](mailto:ir@infibeam.ooo), **Website:** [www.infibeam.ooo](http://www.infibeam.ooo)

**CODE OF PRACTICES AND PROCEDURES FOR FAIR DISCLOSURE OF UNPUBLISHED  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

***[Principles of fair disclosure pursuant to regulation 8 of SEBI (Prohibition of Insider Trading) Regulations, 2015 read with Schedule A to the said regulation]***

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The Company believes in adopting, practicing and upholding the highest standards of professionalism, honesty, integrity and ethical behavior in order to prohibit and prevent insider trading in the Company's securities, in this regards, the Company has formulated and adopted a code of conduct to be followed by its Directors, Designated Employees and Connected Persons ("herein after referred as **Designated Persons**") who, in the opinion of the Company, may have access to the Price Sensitive Information.

❖ **The Company adopts principles, practices and procedures as under to ensure fair disclosure of unpublished price sensitive information and undertakes to follow the same:**

- 1) The Company and 'Designated Persons' shall maintain confidentiality of all Unpublished Price Sensitive Information ("herein after referred as **UPSI**"), shall communicate the same purely on 'need to know basis' and shall not communicate to any unauthorized person(s);
- 2) The Company shall ensure uniform and universal dissemination of UPSI to avoid any selective disclosure of such information;
- 3) The Company shall promptly disclose UPSI once such credible and concrete information comes under the purview;
- 4) The Company shall disclose UPSI by making its prompt disclosure with sufficient and unambiguous details to the Stock Exchanges on which its securities are listed. The Company shall also disclose UPSI on its website;
- 5) In case the Company finds that any UPSI has been disclosed selectively, inadvertently or otherwise, it shall promptly disclose and disseminate as soon as the circumstances permit such information to make it uniformity and non-discriminatorily available to the general public;

- 6) The Company designates its 'Company Secretary' as its 'Chief Investor Relations Officer' to entrust him with the function of dissemination and disclosure of UPSI. He is entrusted with giving appropriate and fair response to the regulatory authorities in respect of queries, questions and explanations to news reports and market rumor. In absence of Company Secretary, the Managing Director shall be the Chief Investor Relations Officer;
- 7) The Company shall ensure that no UPSI is shared with analyst and researchers on a selective basis;
- 8) The Company shall ensure that its conferences with analyst and investors shall be open to participation by all analyst, shareholders and other investors;
- 9) The Company shall make transcripts or records of proceedings of its meetings with analysts/ investor relations conferences and make the same accessible to all by uploading them on its website.

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The Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 have been formulated to put up in place a framework for prohibition of insider trading in securities and to strengthen the legal framework to safeguard the interest of common investors.

This code of conduct has been framed by the Board of Directors of the Company with a view to prevent its employees and other designated persons, who are reasonably expected to have access to unpublished price sensitive information, from trading in the securities of the Company to the disadvantage of the common investors.

### **CHAPTER 1 – SHORT TITLE AND COMMENCEMENT**

- 1.1. The Code of Conduct shall be known as '**Infibeam Incorporation Limited Code of Conduct for Prevention of Insider Trading – 2015**' and herein after referred to as '**IIL - Code of Conduct**' or '**Code of Conduct**';
- 1.2. This code of Conduct has been made pursuant to Regulation 9 of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and may be modified by the Board of Directors of the Company from time to time;
- 1.3. This code of conduct will come into force on April 4, 2016 as defined under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015.

## **CHAPTER 2 – APPLICABILITY**

2.1. The Code shall be applicable to the following persons:-

- (a) Directors;
- (b) Designated Employees;
- (c) Concerned Advisers/Consultants/Retainers of the Company;
- (d) Connected Persons as defined in the securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and as per clause 3.8 of this code of conduct.

2.2. Compliance with this Code of Conduct is in addition to (and not in lieu/replacement of) any other regulations for prevention and prohibition of insider trading including Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015.

## **CHAPTER 3 – DEFINITIONS**

3.1 **“Act”** means the Securities and Exchange Board of India Act, 1992.

3.2 **“Board”** means the Board of Directors of the Company.

3.3 **“Committee”** means Committee, if any, constituted by the Company for the implementation of this code of conduct.

3.4 **“Companies Act”** means the Companies Act, 2013 and rules framed there under (subject to modifications or re-enactment thereof from time to time).

3.5 **“Company”** means Infibeam Incorporation Limited.

3.6 **“Compliance Officer”** means Company Secretary in absence of Company Secretary any senior officer, designated so or in absence of both the Executive Director or such other senior officer, 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 this Code of Conduct shall be the Compliance Officer functioning under the overall supervision of the Board of Directors of the Company.

3.7 **“Concerned Advisers/Consultants/Retainers”** of the Company means such Advisers or Consultants or Retainers or Professionals who in the opinion of the Company may have access to unpublished price sensitive information.

### **3.8 “Connected Person”:**

(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 the Company or his immediate relative or banker of the Company, has more than ten per cent, of the holding or interest.

### 3.9 "Designated Employee(s)":

- (i) All officers comprising top three tiers of the Management all employees of Corporate Affairs/Secretarial Department, Corporate Planning, and Finance Department & Accounts Department;
- (ii) All the senior management personnel as defined in the explanation to section 178 of the Companies Act, 2013;
- (iii) All other employees of the rank of Manager or above;
- (iv) All Key Managerial Personnel as defined in Section 2(51) of the Companies Act, 2013
- (v) Any other employee as may be determined and informed by the Compliance Officer from time to time.

3.10 "**Dealing in Securities**" means an act of subscribing to, buying, selling or agreeing to subscribe to, buy, sell or deal in the securities of the Company either as principal or agent.

3.11 "**Director**" means Director appointed on the Board of the Company.

3.12 "**Employee**" means every employee of the Company including the Directors in the employment of the Company.

3.13 "**Generally available Information**" means information that is accessible to the public on a non-discriminatory basis.

3.14 "**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.

- 3.15 "**Insider**" means any person who,
- (i) a connected person; or
  - (ii) in possession of or having access to unpublished price sensitive information.
- 3.16 "**Promoter**" shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 or any amendment thereof.
- 3.17 "**Regulations**" means the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015.
- 3.18 "**Securities**" shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or any modification thereof except units of a mutual fund.
- 3.19 "**Specified Persons**" means the Directors, Connected Persons, Insiders, the Designated Employees and the promoters and immediate relatives are collectively referred to as Specified Persons.
- 3.20 "**Takeover regulations**" means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and any amendments thereto.
- 3.21 "**Trading**" means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, sell, deal in any securities, and "trade" shall be construed accordingly.
- 3.22 "**Trading Day**" means a day on which the recognized stock exchanges are open for trading.
- 3.23 "**Trading Window**" means the period for trading in the Company's Securities by the Directors, the designated employees, the Advisers/Consultants/Retainers and their immediate relatives and connected person.
- 3.24 "**Unpublished Price Sensitive Information**" means: means any information, relating to a company or its securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the securities and shall, ordinarily including but not restricted to, information relating to the following:
- (i) financial results;
  - (ii) dividends;
  - (iii) change in capital structure;
  - (iv) mergers, de-mergers, acquisitions, de-listings, disposals and expansion of business and such other transactions;
  - (v) changes in key managerial personnel; and
  - (vi) material events in accordance with the listing agreement.



All other Words and expressions used and not defined in this Code of Conduct but defined in the Securities and Exchange Board of India Act, 1992 (15 of 1992), the Securities and Exchange Board of India (Prohibition Of Insider Trading) Regulations, 2015, 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 there under shall have the meanings respectively assigned to them in those Act/Regulations.

## **CHAPTER 4 – CODE OF CONDUCT**

### **4.1. Role of Compliance Officer:**

- (a) The Compliance Officer of the Company shall, under the overall supervision of the Board of Directors be responsible for monitoring adherence to this Code of Conduct, pre-clearing and monitoring of trades covered by this Code of Conduct, implementation of this code of Conduct and for maintenance of list of the Directors, Designated Employees, connected person and concerned Advisers/ Consultants/ Retainers.
- (b) The Compliance Officer shall report on insider trading to the Board of Directors of the Company and in particular, shall provide reports to the Chairman of the Audit Committee, if any, or to the Chairman of the Board of Directors at such frequency as may be stipulated by the Board of Directors.
- (c) The Compliance Officer shall assist all persons to whom this Code of Conduct applies in addressing any clarifications regarding the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the Company's Code of Conduct.

### **4.2. Preservation of "Price Sensitive Information"**

The Directors, Designated Employees, Connected Person and concerned Advisers or Consultants or Retainers of the Company shall maintain the confidentiality of all price sensitive information and shall not communicate any Unpublished Price Sensitive Information to any person except on 'need to know basis' – i.e. that Unpublished price Sensitive Information should be disclosed only to those persons within the Company or persons connected with the Company who need the Information to discharge their duty or legal obligations and whose possession of such information will not give rise to a conflict of investor or appearance of misuse of the information.

### **4.3. "Price Sensitive Information" not to be passed on:**

The Directors, Designated Employees, Connected Person and concerned Advisers or Consultants or Retainers of the Company shall not pass on any Price Sensitive Information to any person directly or indirectly by way of making a recommendation for the purchase or sale of Securities of the Company.

#### **4.4 Limited access to confidential information:**

The Directors, Designated Employees, Connected Person and concerned Advisers or Consultants or Retainers of the Company shall keep the files containing confidential Price Sensitive Information duly secured computer files must be kept with adequate security of login and password, etc.

#### **4.5. Prevention of misuse of “Unpublished Price Sensitive Information”**

##### **(a) Trading Plan:**

An insider shall be entitled to formulate a trading plan for dealing in securities of the Company and present it to the Compliance Officer for approval and public disclosure pursuant to which trades may be carried out on his behalf in accordance with such plan.

##### **(b) Trading Plan shall:**

- (i) not entail commencement of trading on behalf of the insider earlier than six months from the public disclosure of the plan;
  - (ii) not entail trading for the period between the twentieth trading day prior to the last day of any financial period for which results are required to be announced by the issuer of the securities and the second trading day after the disclosure of such financial results;
  - (iii) entail trading for a period of not less than twelve months;
  - (iv) not entail overlap of any period for which another trading plan is already in existence;
  - (v) 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
  - (vi) not entail trading in securities for market abuse.
- (c)** The Compliance Officer shall consider the Trading Plan made as above and shall approve it forthwith. However, he shall be entitled to take express undertakings as may be necessary to enable such assessment and to approve and monitor the implementation of the plan as per provisions of the Regulations.
- (d)** The Trading Plan once approved shall be irrevocable and the Insider shall mandatorily have to implement the plan, without being entitled to either deviate from it or to execute any trade in the securities outside the scope of the trading plan.

However, the implementation of the trading plan shall not be commenced, if at the time of formulation of the plan, the Insider is in possession of any unpublished price sensitive information and the said information has not become generally available at the time of the commencement of implementation. The commencement of the Plan shall be deferred until such unpublished price sensitive information becomes generally made available to the public information. Further, the Insider shall also not be allowed to deal in securities of the Company, if the date of trading in securities of the Company, as per the approved Trading Plan, coincides with the date of closure of Trading Window announced by the Compliance Officer.

(e) Upon approval of the trading plan, the Compliance Officer shall notify the plan to the stock exchanges on which the securities are listed.

#### **4.6. Trading Window and Window Closure:**

- (a) The trading period, i.e. the trading period of the stock exchanges, called 'trading window', is available for trading in the Company's securities.
- (b) The trading window shall be closed during the period as the Company intimates the Stock Exchanges for happening of the following events and shall remain closed up to 48 hours after the publication of the concerned price sensitive information:
- a) Declaration of financial results;
  - b) Declaration of dividends;
  - c) Change in capital structure;
  - d) Mergers, de-mergers, acquisitions, de-listings, disposals and expansion of business and such other transactions;
  - e) Changes in key managerial personnel;
  - f) Material events in accordance with the listing agreement; and
  - g) Any major expansion plans or execution of new projects.
- (c) When the trading window is closed, the Specified Persons shall not trade in the Company's securities in such period.
- (d) All Specified Persons shall conduct all their dealings in the securities of the Company only in a valid trading window and shall not deal in any transaction involving the purchase or sale of the Company's securities during the periods when the trading window is closed.
- (e) In case of ESOPs, exercise of option may be allowed in the period when the trading window is closed. However, sale of shares allotted on exercise of ESOPs shall not be allowed when trading is closed.
- (f) The Compliance Officer shall intimate the closure of trading window to all the designated employees of the Company when he determines that a designated person or class of designated persons can reasonably be expected to have possession of unpublished price sensitive information. Such closure shall be imposed in relation to such securities to which such unpublished price sensitive information relates.
- (g) The Compliance Officer after taking into account various factors including the unpublished price sensitive information in question becoming generally available and being capable of assimilation by the market, shall decide the timing for re-opening of the trading window, however in any event it shall not be earlier than 48 hours after the information becomes generally available.

(h) The provisions of trading window shall also be applicable to 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.

#### **4.7. No opposite Transaction:**

The Specified Persons who buy or sell any shares of the Company shall not enter into any opposite transaction i.e. sell or buy any shares of the Company during the next six months following the prior transaction.

#### **4.8. Pre-clearance trades:**

All Specified Persons, who intend to deal in the securities of the Company when the trading window is opened and if the value of the proposed trades is exceeding Rs. 10 Lakhs (market value) per quarter, shall have to make an application to the Compliance Officer for the pre-clearance of the transaction. However, no designated person shall be entitled to 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 not closed and hence he shall not be allowed to trade. Pre-clearance will not be required for exercise of ESOP. The pre-dealing procedure shall be hereunder:

- (i) An application may be made in the prescribed **(Form - A)** to the Compliance officer indicating the estimated number of securities that the Specified Employee intends to deal in, the details as to the depository with which he has a security account, the details as to the securities in such depository mode and such other details as may be required by any rule made by the company in this behalf.
- (ii) An undertaking **(Form - B)** shall be executed in favour of the Company by such Specified Employee incorporating, *inter alia*, the following clauses, as may be applicable:
  - (a) That the employee/director/officer does not have any access or has not received "Price Sensitive Information" up to the time of signing the undertaking.
  - (b) That in case the Specified Employee has access to or receives "Price Sensitive Information" after the signing of the undertaking but before the execution of the transaction he/she shall inform the Compliance Officer of the change in his position and that he/she would completely refrain from dealing in the securities of the Company till the time such information becomes public.
  - (c) That he/she has not contravened the code of conduct for prevention of insider trading as notified by the Company from time to time.
  - (d) That he/she has made a full and true disclosure in the matter.
- (iii) All Specified Persons shall execute their order in respect of securities of the Company within one week after the approval of pre-clearance is given in **(Form - C)**. In case the transaction is not undertaken, a report to that effect shall be filed.

- (iv) If the order is not executed within seven days after the approval is given, the employee/director must pre-clear the transaction again.
- (v) The Specified Persons shall promptly give a letter of “**confirmation of Deal**” within 2(two) days to the Compliance Officer upon execution of the deal in **(Form - D)**
- (vi) No Contra Trade shall be made within a period of six months from the date any trading in securities of the Company is carried out by any specified person.
- (vii) In case of personal emergency, the 6 months holding period may be waived by the Compliance Officer if application is made in **(Form - E)**. The Compliance Officer shall record reasons for the same. However, no such sale will be permitted when the Trading Window is closed.

## **CHAPTER 5 – DISCLOSURE POLICY**

### **INITIAL DISCLOSURES:**

- 5.1 Every Promoters, Key Managerial Personnel(s) and Directors of the Company, shall within 30 (thirty) days of this PIT Code taking effect, disclose to the Company the details of all holdings in Securities of the Company presently held by him including the statement of holdings of their Immediate Relatives in the prescribed form. **(Form - F)**
- 5.2 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 7 (seven) days of such appointment or becoming a promoter. **(Form - G)**

### **ANNUAL DISCLOSURE:**

- 5.3 Every Promoter(s), Key Managerial Personnel(s) and Director(s) of the Company shall on an annual basis, disclose to the Company the details of all holdings in Securities of the Company held by him including the statement of holdings of their Immediate Relatives in the prescribed form **(Form - H)**. The disclosure shall be made within 30 (thirty) days of end of March 31. **'NIL'** statement is not required to be submitted if no shares are held.

### **CONTINUAL DISCLOSURE:**

- 5.4 Every Promoters, Employee and Director of the Company shall disclose to the Company in prescribed form the number of such Securities acquired or disposed of within 2 (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 Rs. 10,00,000/- (Rupees Ten Lakhs Only). **(Form - I)**.

5.5 Within 2 (two) Trading Days of the receipt of disclosure or becoming of aware of such information under Clause 5.4, the Compliance Officer shall disclose to all Stock Exchanges on which the Company is listed particulars of such trades.

5.6 The Company may, at its discretion requires any other connected person or class of connected persons to make disclosures of holdings and trading in securities of the company in such form and at such frequency as may be determined by the company in order to monitor compliance with this Code of Conduct and the Regulations. **(Form - I)**.

5.7 The Compliance Officer shall maintain records of all the disclosure for a minimum period of 5 (five) years.

#### **REPORTING TO BOARD OF DIRECTORS:**

5.8 The Compliance Officer shall report to the Chairman of the Audit Committee or Chairman of the Board of Directors on a quarterly basis the details of trading in securities by

- Director(s),
- Key Managerial Personnel(s) and
- Employee(s)

Where the trades during a calendar month exceeding Rs. 10 Lakhs (market value)

#### **CHAPTER 6 – OTHER RESTRICTIONS**

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

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

#### **CHAPTER 7 – PENALTIES**

7.1 The Specified Persons who trades in securities or communicates any confidential information for trading in securities in contravention of this code of conduct will be penalized an appropriate action can be taken against him by the Company after giving him a reasonable opportunity of being heard. The person who violates this code of conduct in any manner whatsoever may also be subject to disciplinary action including wage freeze, suspension, ineligibility for future participation in Employee Stock Option Scheme (ESOP), etc.;

7.2 If any contra trade is executed by any person in violation of Clause 4.8 (vi), the profits from such trade shall be liable to be transferred to the Securities and Exchange Board of India for credit to Investor Protection and Education Fund.

7.3 The action by the Company shall not preclude SEBI from taking any action in case of violation of SEBI (Prohibition of Insider Trading) Regulations, 2015.

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**FORM - A**

**APPLICATION FOR PRE-DEALING APPROVAL**

Date:

To,  
The Compliance Officer  
**Infibeam Incorporation Limited,**  
28<sup>th</sup> Floor, GIFT Two Building, Block No. 56,  
Road-5C, Zone-5, GIFT CITY, Gandhinagar,  
Taluka & District - Gandhinagar - 382 355

Dear Sir/Madam,

**Sub: Application for Pre-dealing approval in securities of the Company**

Pursuant to the SEBI (prohibition of Insider Trading) Regulations, 2015 and the Company's **Code of Conduct for Prevention of Insider Trading**, I seek approval to purchase / sale / subscription of \_\_\_\_\_ equity shares of the Company as per details given below:

(I) Details of Shareholding of Employees in their own name:

Name	Designation	Department	No. of shares held (with DP ID and Client ID)	Nature of transaction for which approval is sought	No. of shares to be dealt with

(II) Details of shares held by immediate relative(s), if any:

Name	Relationship	No. of shares held (with DP ID and Client ID)	Nature of transaction for which approval is sought	No. of shares to be dealt with

I/we hereby declare that the shares to be sold have been held by me/my immediate relatives for a minimum period of six months.

I enclose herewith the form of Undertaking signed by me.

**Yours faithfully,**

**(Name)**

**Designation:**

**Contact No.**

Name:  
Designation:  
Department:

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**Form - B**

**UNDERTAKING**

To,  
Infibeam Incorporation Limited,  
28<sup>th</sup> Floor, GIFT Two Building, Block No. 56,  
Road-5C, Zone-5, GIFT CITY, Gandhinagar,  
Taluka & District - Gandhinagar - 382 355

**Sub: Undertaking to be accompanied with the application for Pre-Clearance**

I, \_\_\_\_\_, (Name) \_\_\_\_\_ (Designation) of the Company residing at \_\_\_\_\_, am desirous of dealing in \_\_\_\_\_ (mention number of share) shares of the Company as mentioned in my application dated \_\_\_\_\_ for pre-clearance of the transaction.

- i. I declare that neither I nor any of my immediate relatives am/is in possession of unpublished price sensitive information (as defined in the Company's Code of Conduct for prevention of Insider Trading (the Code) up to the time of signing this Undertaking;
- ii. I or any of my immediate relatives shall not enter into opposite transactions i.e. buy/sale pursuant to this application;
- iii. I declare that I or any of my immediate relatives have/has not taken any position in derivative transactions in the shares of the Company at any time;
- iv. In the event that I have access to or received any information that could be construed as "Price Sensitive Information" 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;
- v. I declare that I have not contravened the provisions of the Code as notified by the Company from time to time;
- vi. I undertake to submit the necessary report within two days of execution of the transaction/a 'Nil' report if the transaction is not undertaken;
- vii. If approval is granted, I shall execute the deal within 7 days of the receipt of approval failing which I shall seek pre-clearance;
- viii. I declare that I have made full and true disclosure in the matter

Date:  
Place:

**(Sign. & Name)**



**FORM - C**

**PRE-CLEARANCE ORDER**

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

**To,  
Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

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

**Sub: Pre-clearance order**

This is to inform you that your request for dealing in \_\_\_\_\_ **Equity Shares** of the Company as mentioned in your application dated \_\_\_\_\_ is approved. Please note that the said transaction must be completed on or before \_\_\_\_\_ that is within 7 days from today.

Once the transaction is executed, you need to report to the Secretarial Department within 2 days (including the date of transaction) and before end of business hours (i.e. before 4.45 PM) in Form D and Form I.

In case, the trading window is closed by the Board during the continuance of your trading approval period, you need to stop trading from that period and a fresh approval is to be obtained.

In case you do not execute the approved transaction/deal on or before the aforesaid date you would have to seek fresh pre-clearance before executing any transaction/deal in the securities of the Company.

Yours faithfully,  
**For Infibeam Incorporation Limited**

**Shyamal Trivedi  
Compliance Officer**

Place: Gandhinagar  
Date: \_\_\_\_\_

**FORM - D**

**CONFIRMATION OF DEAL**

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

To,  
The Compliance Officer  
**Infibeam Incorporation Limited,**  
28<sup>th</sup> Floor, GIFT Two Building, Block No. 56,  
Road-5C, Zone-5, GIFT CITY, Gandhinagar,  
Taluka & District - Gandhinagar - 382 355

**Sub: Details of Transaction**

I confirm that the transaction for trading in shares for which approval was granted on \_\_\_\_\_  
was completed on \_\_\_\_\_ (i.e. seven days from the date of approval) by purchasing /selling  
\_\_\_\_\_ (No.) equity shares of the Company.

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

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

**FORM - E**

**APPLICATION FOR WAIVER OF MINIMUM HOLDING PERIOD**

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

To,  
The Compliance Officer  
**Infibeam Incorporation Limited,**  
28<sup>th</sup> Floor, GIFT Two Building, Block No. 56,  
Road-5C, Zone-5, GIFT CITY, Gandhinagar,  
Taluka & District - Gandhinagar - 382 355

**Through Division/Department Head**

I request you to grant me waiver of minimum holding period of 6 (six) months as required under Code of Conduct for Prevention of Insider Trading with respect to \_\_\_\_\_ shares of the Company held by me/ \_\_\_\_\_ (Name of immediate relative) singly or jointly acquired by me on \_\_\_\_\_ (Date). I Mr./Mrs./Miss \_\_\_\_\_ desire to sell the said shares on account of \_\_\_\_\_ (give reasons & justification).

Thanking You

Yours Faithfully,

**Name:**

**Designation:**

**Department:**

**FORM - F**

**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: **Infibeam Incorporation Limited**

ISIN of the company: **INE483S01020**

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

Name, PAN No., CIN/DIN, & address with Contact nos.	Category of Person (Promoter s/ KMP / Directors/ Immediate e relatives/ others etc.)	Securities held as on the date of regulation coming into force		% of shareholding
		Type of security (For eg. – Shares, Warrants, Convertible Debenture s etc.)	No.	
1	2	3	4	5

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

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

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

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

Name:

Signature:

Designation:

Date:

Place:

\*\*\*\*\*

**FORM - G**

**Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015**

**[Regulation 7 (1) (b) read with Regulation 6 (2) – Disclosure on becoming a Director/KMP/Promoter]**

Name of the company: **Infibeam Incorporation Limited**

ISIN of the company: **INE483S01020**

**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 with Contact nos.	Category of Person (Promoters/ KMP / Directors/ Immediate relatives/ others etc.)	Date of appointment of Director /KMP OR Date of becoming Promoter	Securities held at the time of becoming Promoter/appointment of Director/KMP		% of Shareholding
			Type of security (For e.g. - Shares, Warrants, Convertible Debentures etc.)	No.	
1	2		3	4	5

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

**Details of Open Interest (OI) in derivatives of the company held 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)**

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
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 - H**

**ANNUAL DISCLOSURE OF SHAREHOLDING**

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

**To,**  
**The Compliance Officer**  
**Infibeam Incorporation Limited**  
**28<sup>th</sup> Floor, GIFT Two Building, Block No. 56,**  
**Road-5C, Zone-5, GIFT CITY, Gandhinagar,**  
**Taluka & District - Gandhinagar - 382 355**

**(I) Details of Shareholding of Promoters, Directors, and KMP:**

Name	Designation	Department	No. of shares held as on 1 <sup>st</sup> April, _____	No. of shares brought during the year	No. of shares sold during the year	No. of shares held as on 31 <sup>st</sup> March, _____	Folio No./ DP ID/ Client ID

**(II) Details of shares held by immediate relative(s):**

Name	Relationship	No. of shares held as on 1 <sup>st</sup> April, _____	No. of shares brought during the year	No. of shares sold during the year	No. of shares held as on 31 <sup>st</sup> March, _____	Folio No./ DP ID/ Client ID

1. I declare that I/my immediate relatives have complied with the requirement of not entering into an opposite transaction i.e. buy/sale shares of the Company within six months of sale/purchase of the shares of the Company.
2. I declare that I/my immediate relatives have not taken any position in derivative transactions in the shares of the Company at any time.

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

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

**FORM - I**

**Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015**

**[Regulation 7 (2) read with Regulation 6(2) – Continual Disclosure]**

Name of the company: **Infibeam Incorporation Limited**

ISIN of the company: **INE483S01020**

**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 No., CIN/DIN, & address of Promoter/ Employee / Director with contact nos.	Category of Person (Promoters/ KMP / Director s/ Immediate relatives / others etc.)	Securities held prior to acquisition/ disposal		Securities acquired/Disposed				Securities held post acquisition/disposal		Date of allotment advice/ acquisition of shares/ sale of shares specify		Date of intimation to company	Mode of acquisition / disposal (on market/public/ rights/ preferential offer / off market/ Inter-se transfer, ESOPs etc.)
		Type of security (For eg. - Shares, Warrants, Convertible Debentures etc.)	No. and % of share holding	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 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		
		Contract specifications	Number of units (contracts * lot size)	Contract specifications	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:

Designation:

Date:

Place:

\*\*\*\*\*

**FORM – I (Indicative Format)**

**Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015**

**[Regulation 7 (3) - Transactions by Other connected persons as identified by the company]**

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

Name, PAN No., CIN/DIN, & address of connected persons, as identified by the company with contact nos.	Connection with company	Securities held prior to acquisition/disposal		Securities acquired/Disposed				Securities held post acquisition/disposal		Date of allotment advice/acquisition of shares/sale of shares specify		Date of intimation to company	Mode of acquisition / disposal (on market/public/rights/preferential offer / off market/ Inter-se transfer, ESOPs etc.)
		Type of security (For eg. - Shares, Warrants, Convertible Debentures etc.)	No. and % of share holding	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		
		Contract specifications	Number of units (contracts * lot size)	Contract specifications	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:  
Designation:  
Date:  
Place:

\*\*\*\*\*