

# **CODE OF CONDUCT FOR PREVENTION OF INSIDER TRADING**

## **Sagility Limited**

*(Formerly Sagility India Limited, earlier Sagility India Private Limited)*

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## Introduction

Insider trading means trading in Securities of the Company by its Directors, Employees or other Insiders while in possession of Unpublished Price Sensitive Information (“**UPSI**”). Such trading by Insiders erodes the investors’ confidence in the integrity of the management and is unhealthy for the capital markets.

The Securities and Exchange Board of India (“**SEBI**”), in its endeavour to protect the interests of investors in general, had formulated the SEBI (Prohibition of Insider Trading) Regulations, 1992 under the powers conferred on it under the SEBI Act, 1992, which came into effect from November 19, 1992, and the same were made applicable to all companies whose shares were listed on Indian stock exchanges.

To strengthen the above regulations, SEBI has made further amendments and accordingly, Securities & Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (hereinafter referred to as the “**Regulations**”) were notified by SEBI on January 15, 2015, which became effective from May 14, 2015. These Regulations not only regulate trading by insiders but also seek to prohibit insider trading.

It is mandatory in terms of the Regulations for every listed company, intermediary, fiduciary and any other person who is required to handle UPSI in the course of business operations to formulate a Code of Conduct for Prevention of Insider Trading to regulate, monitor and report trading by its Directors, Employees who are Designated Persons and Immediate Relative of Designated Persons and other Connected Persons. In addition, every company whose Securities are listed on a stock exchange, is also required to formulate a Code of Practices and Procedures for fair disclosure of UPSI (hereinafter referred to as “**Code of Fair Disclosure & Practices**”).

## Definitions

- a. “**Audit Committee**” means the Audit Committee of the Company.
- b. “**Board**” means Board of Directors of the Company.
- c. “**Chief Executive Officer**” shall have the same meaning as defined in sub-section (18) of Section 2 of the Companies Act, 2013.
- d. “**Code**” means this Code of Conduct for Prevention of Insider Trading and the Code of Fair Disclosure & Practices, as applicable, including modifications made thereto from time-to-time.
- e. “**Company**” means Sagility Limited.
- f. “**Compliance Officer**” means any senior officer, designated so and reporting to the board of directors, who is financially literate and is capable of appreciating requirements for legal and regulatory 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 the Regulations under the overall supervision of the Board of Directors of the Company;  
  
**Explanation:** “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.
- g. “**Connected Person**” shall have the meaning given to it under Regulation 2(d) of the Regulations and shall also include the promoters of the Company and their directors and key managerial personnel.

- h.** “**Designated Persons**” shall mean persons designated by the Board in consultation with the Compliance Officer, who are covered under the Code on the basis of their role and function in the Company and the access that role and function provides to UPSI in addition to seniority and professional designation and shall include: -
- i. Employees of the Company, designated on the basis of their functional role or access to UPSI;
  - ii. Employees of material subsidiaries of the Company designated on the basis of functional role or access to UPSI;
  - iii. All promoters of the Company;
  - iv. Group Chief Executive Officer of the Company and employees up to two-levels below the Group Chief Executive Officer of the Company and its material subsidiaries irrespective of their functional role in the Company or their ability to have access to UPSI;
  - v. All Directors;
  - vi. Support staff of the Company, such as IT, Secretarial, Legal, Finance, M&A, Corporate Communication staff who have access to UPSI;
- i.** “**Director**” means a member of the Board of Directors of the Company.
- j.** “**Employee**” means every employee of the Company (whether working in India or abroad) including the Directors in the employment of the Company.
- k.** “**Fiduciaries**” means professional firms such as auditors, accountancy firms, law firms, analysts, insolvency professional entities, consultants, banks etc., assisting or advising the Company.
- l.** “**Generally Available Information**” means information that is accessible to the public on a non-discriminatory basis, such as information published on websites of stock exchanges.
- m.** “**Intermediary**” means an intermediary registered with SEBI.
- n.** “**Immediate Relative**” means the spouse of the person, and includes parent, sibling and child of such person or of the spouse, any of whom is either financially dependent on the person or consults the person in taking decisions relating to trading in securities.
- o.** “**Insider**” means as defined under Clause 2(1)(g) of the Regulations, which means any person who is a Connected Person or in possession of or having access to Unpublished Price Sensitive Information.
- p.** “**Key Managerial Personnel**” (KMP) in relation to a company, means
- i. Chief Executive Officer or Managing Director or Manager;
  - ii. Whole Time Director;
  - iii. Chief Financial Officer;
  - iv. Company Secretary;
  - v. such other officer, not more than one level below the directors who is in whole-time employment, designated as key managerial personnel by the Board; and
  - vi. such other Officer as may be prescribed under the Companies Act 2013.
- q.** “**Material Financial Relationship**” shall mean a relationship in which one person is a recipient of any kind of payment such as by way of a loan or gift from a Designated Person during the immediately preceding twelve months, equivalent to at least 25% of the annual income of such Designated Person but shall exclude relationships in which the payment is based on arm’s length transactions.

- r. **“Promoter” and “Promoter Group”** shall have the respective meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof.
- s. **“Relative”** shall mean the following: (i) spouse of the person; (ii) parent of the person and parent of its spouse; (iii) sibling of the person and sibling of its spouse; (iv) child of the person and child of its spouse; (v) spouse of the person listed at sub-clause (iii); and (vi) spouse of the person listed at sub-clause (iv).
- t. **“Securities”** shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or any modification thereof.
- u. **“Trading Day”** means a day on which the recognized stock exchanges are open for trading.
- v. **“Trading in Securities”** means and includes an act of subscribing, buying, redeeming, switching, selling, dealing or agreeing to subscribe, redeem, switch, buy, sell or deal in any Securities of the Company and “trade” shall be construed accordingly.
- w. **“Unpublished Price Sensitive Information (“UPSI”)** shall have the meaning given to it under Regulation 2(1)(n) of the Regulations.
- x. **“Managing Director”** shall have the same meaning as defined in sub-section (54) of Section 2 of the Companies Act, 2013.

All terms used in this Code but not defined hereinabove shall have the meanings ascribed to them under the Regulations.

## CODE OF CONDUCT FOR PREVENTION OF INSIDER TRADING

Pursuant to the provision of regulation 9 of the Regulations, the Board of the Company has ensured that the Group Chief Executive Officer & Managing Director has formulated the Code of Conduct for Prevention of Insider Trading, with the Board's approval, to regulate, monitor and report trading by its Designated Persons and their Immediate Relatives towards achieving compliance with the Regulations, adopting the minimum standards set out in Schedule B to the Regulations, without diluting the provisions of the Regulations in any manner.

### COMPLIANCE OFFICER

The Board of the Company shall appoint the Compliance Officer & Company Secretary as the Compliance Officer to ensure compliance and for effective implementation of the Regulations and also this Code across the Company.

1. The Compliance Officer shall report to the Board of the Company and in particular, shall provide quarterly/half-yearly/annual reports to the Chairman of the Audit Committee.
2. The Compliance Officer & Company Secretary shall hold the position of the Compliance Officer so long as he/she remains the Compliance Officer & Company Secretary. In the event of the office of the Compliance Officer & Company Secretary falling vacant till such time a successor is appointed, the persons(s) responsible for the Legal function shall, in the interim period act as the Compliance Officer.

In order to discharge his/her functions effectively, the Compliance Officer shall be adequately empowered and provided with adequate manpower and infrastructure to effectively discharge his/her function. In the performance of his/her duties, the Compliance Officer shall have access to all information and documents, relating but not limited to, the Securities of the Company.

3. The Compliance Officer shall act as the focal point for dealings with SEBI in connection with all matters relating to the compliance and effective implementation of the Regulations and this Code.

### ROLE & DUTIES OF THE COMPLIANCE OFFICER:

The Compliance Officer shall be responsible for:

- i. setting forth policies in relation to the implementation of the Code and the Regulations in consultation with the Board/Audit Committee, as the case may be.
- ii. prescribing procedures for various activities referred to in the Code.
- iii. compliance with the policies and procedures referred hereinabove.
- iv. monitoring adherence to the provision for preservation of UPSI.
- v. identify the persons who shall be regarded as Designated Persons to be covered by the Code, including those mentioned under Regulation 9(4), on the basis of their role and function in the organization including access to UPSI by virtue of that role and function in addition to seniority and professional designation.
- vi. grant of pre-trading approvals to the Designated Persons for trading in the Company's Securities by them / their Immediate Relatives and monitoring of such trading.
- vii. implementation of this Code under the general supervision of the Audit Committee and the overall supervision of the Board of the Company.
- viii. The Compliance Officer shall assist all the Designated Persons in addressing any clarifications regarding the Regulations and this Code. The Compliance Officer shall place status reports before the Chairman of the Audit Committee, detailing Trading in the Securities by the Designated Persons and their Immediate Relatives along with the documents that such persons had executed in accordance with the pre-trading procedure prescribed under the Code on a quarterly /annual basis.

- ix. In the event that the Compliance Officer is privy to any UPSI, any pre-clearance for Trading in Securities will be provided by the Group Chief Executive Officer & Managing Director.
- x. Undertaking such things as provided in the Regulations from time to time.
- xi. Maintenance of records as required under this Code of Conduct.
- xii. Report all details of trading in securities by the Designated Persons including any violations of the Code of Conduct to the Audit Committee and the Board on quarterly basis

#### STRUCTURAL DIGITAL DATABASE:

The Board shall ensure and authorize the Compliance Officer to maintain a structured digital database containing the nature of UPSI and the names of such persons who have shared the information and also the names of such persons 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 database shall not be outsourced and shall be maintained internally with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the database.

The structured digital database shall be preserved for a period of not less than 8 (eight) years after completion of the relevant transactions and in the event of receipt of any information from SEBI/ Stock Exchanges regarding any investigation or enforcement proceedings, the relevant information in the structured digital database shall be preserved till the completion of such proceedings.

#### HANDLING OF UPSI

##### Preservation and Sharing of UPSI, and maintaining confidentiality:

Designated Persons shall maintain the confidentiality of all UPSI coming into their possession or control.

To comply with this confidentiality obligation, the Designated Persons shall not:

- i. communicate, provide or allow access of UPSI to any person directly or indirectly, including by way of making a recommendation for the purchase or sale of Securities of the Company unless such communication is in furtherance of legitimate purposes, performance of duties or discharge of legal obligations; or
- ii. discuss UPSI in public areas, or
- iii. disclose UPSI to any Employee who does not need to know the information except for the furtherance of legitimate purpose, performance of duties or for discharging of legal obligations, or
- iv. recommend to anyone that they may undertake Trading in Securities of the Company while being in possession, control or knowledge of UPSI, or
- v. be seen or perceived to be Trading in Securities of the Company while in possession of UPSI.

#### NEED TO KNOW

The Designated Persons who are privy to UPSI, shall handle the same strictly on a “Need to Know” basis. This means the UPSI shall be disclosed only to those persons who need to know the same in furtherance of a legitimate purpose, the course of performance or discharge of their duty and whose possession of UPSI will not in any manner give rise to a conflict of interest or likelihood of misuse of the information.

#### LEGITIMATE PURPOSE

The term “legitimate purpose” shall include sharing of UPSI in the ordinary course of business by an insider with partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors,

auditors, insolvency professionals or other advisors or consultants, provided that such sharing has not been carried out to evade or circumvent the prohibitions of the Regulations.

Any person in receipt of UPSI pursuant to a “legitimate purpose” shall be considered an “insider” for purposes of the Regulations and the Company shall execute a confidentiality and non-disclosure agreement (refer **Annexure 1**) with such persons, to maintain confidentiality of such UPSI in compliance with the Regulations.

#### LIMITED ACCESS TO CONFIDENTIAL INFORMATION

Designated Persons privy to confidential information shall, in preserving the confidentiality of information, and to prevent its wrongful dissemination, adopt among others, the following safeguards:

- i. files containing confidential information shall be kept secure.
- ii. computer files must have adequate security of login through a password.
- iii. follow the guidelines for maintenance of electronic records and systems as may be prescribed by the Compliance Officer from time-to-time in consultation with the person in charge of the information technology function.

#### DESIGNATED PERSONS

The Compliance Officer shall maintain a list of Designated Persons or any other persons with whom UPSI is shared along with the purpose for which such information was shared.

#### CHINESE WALL

- i. While dealing with or handling UPSI within the Company, the Company shall establish norms for appropriate Chinese Walls procedures and processes for permitting any Designated Person to cross the wall (collectively “**Chinese Walls**”) designed to manage confidential information and prevent the inadvertent spread and misuse of UPSI, or the appearance thereof.
- ii. Chinese Walls shall be used to separate areas that have access to UPSI (“**Insider Areas**”) from those who do not have such access (“**Public Areas**”) within the Company.
- iii. Where Chinese Walls arrangements are in place Designated Persons working within an Insider Area are prohibited from communicating any confidential or UPSI to anyone in Public Areas without the prior approval of the Compliance Officer.
- iv. Designated Persons within a Chinese Wall shall ensure the Chinese Wall is not breached deliberately or inadvertently known or suspected breaches of the Chinese Wall must be referred to the Compliance Officer immediately.
- v. A Designated Person may cross the Chinese Wall to enter the Insider Areas only with the prior approval of the Compliance Officer, and shall be subject to all restrictions that apply to such areas.

The establishment of Chinese Walls does not mean or imply that UPSI can circulate freely within Insider Areas.

- vi. Appropriate records of all wall crossings will be maintained. Further, the Compliance Officer should be informed of all instances wherein a person has wall-crossed (at the time of such wall – crossing), so as to enable the Compliance Officer to maintain appropriate records in this regard. The Compliance Officer shall duly record reasons for crossing the wall in writing. Such persons shall be made aware of the duties and responsibilities attached to the receipt of UPSI, and the liability that attaches to misuse or unwarranted use of such information.

## TRADING WINDOW:

Other than the period(s) for which the Trading Window is closed as prescribed hereunder, the same shall remain open for trading in the securities of the Company.

Unless otherwise specified by the Compliance Officer, the Trading Window for trading in securities of the Company shall be closed for the Designated Persons and their immediate relatives when the Compliance Officer determines that a Designated Person or class of Designated Persons are reasonably expected to have possession of UPSI, including but not limited to the following purposes-

- a. declaration of financial results;
- b. declaration of dividends;
- 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; and
- f. such other information as determined by the Board of Directors/ Group Chief Executive Officer & Managing Director /Chief Operating Officer/Group Chief Financial Officer/Compliance Officer & Company Secretary from time to time.
- g. All other events as may be defined as UPSI as per the Regulations

Provided that, for unpublished price sensitive information not emanating from within the Company, trading window may not be closed.

The Trading Window shall be closed for all Designated Persons and their immediate relatives from the 1st day immediately following the relevant calendar quarter till the conclusion of 48 hours after disclosure of such quarterly/ annual financial results of the Company to the Stock Exchanges. The gap between clearance of accounts by Audit Committee and the Board meeting should be as narrow as possible and preferably on the same day to avoid leakage of material information.

As regards declaration of dividend and other matters referred to in (c) to (e) above or any other matters as the Board or the Group Chief Executive Officer and Managing Director decide then, the Group Chief Executive Officer and Managing Director shall, well before initiation of such activity/project, form a core team of Employees who would work on such assignment. The Group Chief Executive Officer and Managing Director shall also designate a senior Employee who would be in-charge of the project. Such team members will execute an undertaking not to deal in the Securities of the Company till the UPSI regarding the activity /project is made generally available or the activity/project is abandoned, and the Trading Window would be regarded as closed for them. Such core team may share information related to the activity/project with any Designated Person only for the furtherance of legitimate purposes and on a need-to-know basis for any advice or guidance required from such Connected Person, provided that such person is bound by confidentiality and undertake not to breach the Regulations. Further, where the activity/project relates to a listed company, the name of such listed company will be deemed to be included in the “restricted list” which is confidentially maintained by the Compliance Officer. The Compliance Officer shall use the restricted list as the basis for approving or rejecting applications for pre-trading.

The Trading Window shall be opened 48 (Forty-Eight) hours after the information referred to above becomes generally available.

All the Designated Persons shall strictly conduct all their Trading in the Securities of the Company only when the Trading Window is open and no Designated Person or their Immediate Relatives shall trade in the Securities of the Company during the period the Trading Window is closed or during any other similar period as may be specified by the Compliance Officer from time-to-time.

The Trading Window restrictions as referred above shall not apply in respect of:

- a. transactions specified in clauses (i) to (iv) and (vi) of the proviso to Regulation 4(1) of the Regulations and in respect of a pledge of shares for a bonafide purpose such as raising of funds, subject to pre-clearance by the Compliance Officer and compliance with the Regulations;
- b. transactions which are undertaken in accordance with the Regulations such as acquisition by conversion of warrants or debentures, subscribing to rights issue, further public issue, preferential allotment or tendering of shares in a buy-back offer, open offer, delisting offer or transactions which are undertaken through such other mechanism as may be specified by the Board from time to time.

#### PRE-CLEARANCE FOR DEALING IN SECURITIES:

##### Applicability:

Every Designated Person shall obtain a pre-trading approval as per the procedure prescribed hereunder for any Trading in the Securities of the Company proposed to be undertaken by such Designated Person / his / her Immediate Relatives. Such pre-trading approval would be necessary, only if the cumulative trading (including trading in derivatives of Securities, if permitted by law) whether in one transaction or a series of transactions in any calendar quarter exceeds Rs. 10 lakhs (market value).

##### Pre-trading Procedure:

For the purpose of obtaining a pre-trading approval, the concerned Designated Person shall make an application in the prescribed form (refer **Annexure 2**) to the Compliance Officer. (The Compliance Officer should submit his/her application for pre-trading approval to the Group Chief Executive Officer & Managing Director.) Such application should be complete and correct in all respects and should be accompanied by such undertakings and declaration (refer **Annexure 3**) indemnity bonds and other documents/papers as may be prescribed by the Compliance Officer from time-to-time. Such application for pre-trading approval with enclosures may preferably be sent electronically followed by hard copies of all the documents. The e-mail for this purpose should be sent to the Company Secretary and Compliance Officer at [satishkumar.s@sagilityhealth.com](mailto:satishkumar.s@sagilityhealth.com)

No Designated Person shall apply for pre-trading approval if such person is in possession of UPSI, even if the Trading Window is not closed.

##### Approval:

- a. The Compliance Officer shall consider the application made as above and shall approve it forthwith within 2 (two) Trading Days unless he/she is of the opinion that grant of such an approval would result in a breach of the provisions of this Code, or the Regulations. Such approval/ rejection may preferably be conveyed through electronic mail and if no such approval/ intimation of rejection is received within a period of 2 (two) Trading Days, the applicant can presume that the approval is deemed to be given. While considering the application, the Compliance Officer shall have due regard to whether the declaration provided in Annexure 3 is reasonably capable of being rendered inaccurate.
- b. Every approval letter shall be issued in such format (refer **Annexure 4**) as may be prescribed by the Company from time-to- time. Every approval shall be dated and shall be valid for a period of 7 (seven) Trading Days from the date of approval.

- c. In the absence of the Compliance Officer due to leave etc., the Employee designated by him/her from time-to-time, not being below - one level below the CFO and part of the Finance or Compliance Department shall discharge the function referred to in (a) above.

#### Completion of Pre-cleared Trading:

- a. All the Designated Persons shall ensure that they / their Immediate Relatives complete execution of every pre-cleared deal in the Company's Securities as prescribed above no later than 7 (seven) Trading Days from the date of the approval. The Designated Person shall file within 2 (two) Trading Days of the execution of the deal, the details of such deal, with the Compliance Officer in the prescribed form (refer **Annexure 5**). In case the transaction is not undertaken, a report to that effect shall be filed (refer **Annexure 5**).
- b. If a deal is not executed by the concerned Designated Person / Immediate Relatives pursuant to the approval granted by the Compliance Officer within 7 (seven) Trading Days, the Designated Person shall make a fresh application, once again to the Compliance Officer for pre-clearance of the transaction covered under the said approval.
- c. Pre-clearance of trades shall not be required for a trade executed as per an approved trading plan.

#### Trading Plans:

The Regulations recognize the concept of Trading Plans. Any Designated Person intending to formulate a Trading Plan shall consult the Compliance Officer to discuss the applicable rules and procedure. The Compliance Officer shall approve or reject a Trading Plan within 2 (two) trading days of receipt of the trading plan and notify the approved plan to the stock exchanges on which the securities are listed, on the day of approval.

#### Trading Plan shall:

- i) not entail commencement of trading on behalf of the insider earlier than 120 (one hundred and twenty) calendar days from the public disclosure of the plan;
- ii) not entail overlap of any period for which another trading plan is already in existence;
- iii) set out following parameters for each trade to be executed:
  - (i) either the value of trade to be effected or the number of securities to be traded;
  - (ii) nature of the trade;
  - (iii) either specific date or time period not exceeding five consecutive trading days;
  - (iv) price limit, that is an upper price limit for a buy trade and a lower price limit for a sell trade, subject to the range as specified below:
    - a. for a buy trade: the upper price limit shall be between the closing price on the day before submission of the trading plan and upto twenty per cent higher than such closing price;
    - b. for a sell trade: the lower price limit shall be between the closing price on the day before submission of the trading plan and up to 20% (twenty per cent) lower than such closing price.

#### Explanation:

- (i) While the parameters in sub-clauses (i), (ii) and (iii) shall be mandatorily mentioned for each trade, the parameter in sub-clause (iv) shall be optional.
- (ii) The price limit in sub-clause (iv) shall be rounded off to the nearest numeral.
- (iii) Insider may make adjustments, with the approval of the compliance officer, in the number of securities and price limit in the event of corporate actions related to bonus issue and stock split occurring after the approval of trading plan and the same shall be notified on the stock exchanges on which securities are listed.

If the insider has set a price limit for a trade under sub-clause (iv) of clause (iii) mentioned above, the insider shall execute the trade only if the execution price of the security is within such limit. If price of the security is outside the price limit set by the insider, the trade shall not be executed.

Explanation: In case of non-implementation (full/partial) of trading plan due to either reasons enumerated in clause (v) below or failure of execution of trade due to inadequate liquidity in the scrip, the following procedure shall be adopted:

(i) The insider shall intimate non-implementation (full/partial) of trading plan to the compliance officer within two trading days of end of tenure of the trading plan with reasons thereof and supporting documents, if any.

(ii) Upon receipt of information from the insider, the compliance officer, shall place such information along with his recommendation to accept or reject the submissions of the insider, before the Audit Committee in the immediate next meeting. The Audit Committee shall decide whether such non-implementation (full/partial) was bona fide or not.

(iii) The decision of the Audit Committee shall be notified by the compliance officer on the same day to the stock exchanges on which the securities are listed.

(iv) In case the Audit Committee does not accept the submissions made by the insider, then the compliance officer shall take action as per the Code of Conduct.

- iv) not entail trading in securities for market abuse.
- v) The trading plan once approved shall be irrevocable and the insider shall mandatorily have to implement the plan, without being entitled to either execute any trade in the securities outside the scope of the trading plan or to deviate from it except due to permanent incapacity or bankruptcy or operation of law.

The implementation of the trading plan shall not be commenced if any UPSI in possession of the insider at the time of formulation of the plan has not become generally available at the time of the commencement of implementation of the plan.

- vi) Pre-clearance of trades shall not be required for a trade executed as per an approved trading plan.
- vii) Trading window norms shall not be applicable for trades carried out in accordance with an approved trading plan.

#### Holding Period:

- a. All Designated Persons shall hold their investments in the Securities of the Company for a minimum period of 6 months in order to be considered as being held for investment purposes. This holding period shall also apply to subscription in the primary market and shall, in such case, commence when the Securities of the Company are actually allotted.
- b. In case the sale of Securities of the Company is necessitated by personal emergency, the holding period referred to above may be waived by the Compliance Officer after recording his reasons in this regard.

#### Opposite transactions / Contra trade in the Securities:

The Designated Persons shall not, within 6 (six) months of buying or selling any number of Securities of the Company, enter into an opposite transaction or contra trade i.e., sell or buy, as the case may be, any number of the Securities of the Company.

The Compliance Officer can grant relaxation from strict application of the above restriction after recording the reasons in writing in this regard provided that such relaxation does not violate the Regulations. It may, however, be noted that in terms of the Regulations, no such purchase/ sale will be permitted when the Trading Window is closed.

Notwithstanding the above, should the Designated Persons execute an opposite transaction, inadvertently or otherwise, in violation of the restrictions set out above, 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 SEBI Act, 1992.

Provided that this restriction will not be applicable for trades conducted, pursuant to the exercise of stock options under ESOP Plans and trading window norms and restrictions on contra trade shall not be applicable for trades carried out in accordance with an approved trading plan.

#### Educate regarding Pre-Clearance:

In case of doubt, the Designated Person shall check with the Compliance Officer, or the Officer designated by him/her from time-to-time whether the provisions relating to pre-clearance are applicable to any proposed transaction in the Company's Securities.

#### PROCESS FOR BRINGING PERSONS 'INSIDE' ON SENSITIVE TRANSACTIONS

- a. The Compliance Officer in consultation with Group Chief Executive Officer & Managing Director of the Company. shall decide on how and when any person(s) should be brought 'inside' on any proposed or ongoing sensitive transaction(s).
- b. A person(s) shall be brought inside on any proposed or ongoing sensitive transaction(s) of the Company who may be an existing or proposed partner, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, insolvency professionals or other advisors or consultants for a Legitimate Purpose.
- c. Any person(s) who has/have been brought inside on any proposed and/or ongoing sensitive transaction(s) and in receipt of UPSI shall be considered an "insider" for purposes of this Code and due notice shall be given to such persons:
  - i. to make aware to such person that the information shared is or would be confidential;
  - ii. to instruct such person to maintain confidentiality of such UPSI in compliance with the Regulations; and
  - iii. to make aware to such person the duties and responsibilities attached to the receipt of such information and the liability attached to misuse or unwarranted use of such information.

#### REPORTING REQUIREMENTS FOR TRANSACTIONS IN SECURITIES:

- a. Every Person on appointment as a KMP or a Director of the Company or upon becoming a Promoter or Member of the Promoter Group of the Company or on being identified as a Designated Person, shall disclose their holding, and the holding of their Immediate Relatives and of any other person for whom such person takes trading decisions, of the Company's Securities (including derivatives) as on the date of appointment as a KMP or a Director or becoming a Promoter or Member of the Promoter Group or identification as a Designated Person, to the Company within 7 (seven) days of such appointment as a KMP or a Director or becoming a Promoter or Member of the Promoter Group or on being identified as a Designated Person, as the case may be, in prescribed format (refer **Annexure 6**).

- b. Every Promoter, Member of the Promoter Group, KMP, Director and Designated Person of the Company shall disclose annual statements of their holding, and the holding of their Immediate Relatives and of any other person for whom such person takes trading decisions, of the Company's Securities (including derivatives) to the Compliance Officer as on 31<sup>st</sup> March every year in such form and manner (refer **Annexure 7**) as may be prescribed by the Compliance Officer from time-to-time. Such statement shall be submitted by 15th April every year.
- c. Every Promoter, Member of the Promoter Group, Director and Designated Person of the Company shall disclose in prescribed format (refer **Annexure 8**) to the Compliance Officer the number of such Securities (including derivatives) of the Company acquired or disposed by them or their Immediate Relatives and by any other person for whom such person takes trading decisions, 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 lakhs (Rupees Ten Lakhs only) or such other value as may be specified. The Company shall notify the particulars of such trading to the stock exchange on which its Securities are listed within 2 (two) Trading Days of receipt of disclosure or from becoming aware of such information.
- d. Disclosure by other Connected Persons: The Company may, at its discretion, require any other connected person or class of connected persons to make disclosures of their holdings and trading in securities of the Company in the prescribed format (refer **Annexure 9**) at such frequency as may be determined by the Company in order to monitor compliance with these Regulations.

The Compliance Officer shall maintain records of all the above declarations in an appropriate form for a minimum period of 5 (five) years from the date of the filing thereof. The Company may, at its discretion, prescribe additional obligations for any other Connected Persons or a class of Connected Persons to make disclosures of holdings and trading in Securities (including the form and frequency).

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:

- 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.

#### INSTITUTIONAL MECHANISM FOR PREVENTION OF INSIDER TRADING:

The Group Chief Executive Officer & Managing Director of the Company shall put in place an adequate and effective system of internal controls to ensure compliance with the requirements given in the Regulations to prevent insider trading.

The internal controls include the following:

- a. all employees who have access to UPSI shall be identified as Designated Persons;
- b. all UPSI shall be identified, and its confidentiality shall be maintained as per the requirements of the Code and Regulations;
- c. adequate restrictions shall be placed on communication or procurement of UPSI as required by the Code;
- d. lists of all employees and other persons with whom UPSI is shared shall be maintained in the digital database and confidentiality agreements shall be signed or notice shall be served to all such employees and persons;
- e. all other relevant requirements specified under the Code shall be complied with;

- f. periodic process review, on an annual basis shall be conducted by the Internal Audit Team of the Company to evaluate the effectiveness of internal controls in place.

The Board shall ensure that the Group Chief Executive Officer & Managing Director ensures compliance with Regulation 9(1) and 9(2) and Regulation 9A(1) and (2) of the Regulations.

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

The Policy and procedures for inquiry in case of leak of UPSI or suspected leak of UPSI has been formulated by the Company and duly approved by Board. Accordingly, the Chairman of Audit Committee of the Company shall initiate appropriate inquiries on becoming aware of leak of UPSI or suspected leak of UPSI and promptly inform SEBI.

The Company shall have a whistle-blower policy which shall be available on the website of the Company. The Company shall also take steps to create awareness amongst its employees to enable them to report instances of leak of any UPSI.

If an inquiry is initiated by the Company in case of reported leakage of UPSI or suspected leak of UPSI, the Intermediaries and Fiduciaries engaged by the Company shall be duty bound to co-operate with the Company in connection with such inquiry conducted by the Company.

#### PROTECTION AGAINST RETALIATION AND VICTIMIZATION:

The Regulations provide for voluntary submission by an individual including an employee of the Company (as defined in Explanation 1 to Regulation 7I of the Regulations) directly to SEBI, in the manner prescribed under the said Amendment Regulations of an alleged violation of insider trading laws that has occurred, is occurring or about to occur.

No unfair treatment such as discharge, termination, demotion, suspension, threats, harassment or discrimination will be meted out to an employee directly or indirectly by virtue of such employee making a voluntary submission as above, irrespective of whether the information is considered or rejected by SEBI or he or she is eligible for a Reward under the Regulations, by reason of:

- a. filing a Voluntary Information Disclosure Form with SEBI;
- b. testifying in, participating in, or otherwise assisting or aiding SEBI in any investigation, inquiry, audit, examination or proceeding instituted or about to be instituted for an alleged violation of insider trading laws or in any manner aiding the enforcement action taken by SEBI; or
- c. breaching any confidentiality agreement or provisions of any terms and conditions of employment or engagement solely to prevent any employee from cooperating with SEBI in any manner.

#### PENALTY FOR CONTRAVENTION:

Every Director, Promoter, member of Promoter Group and Designated Person shall be individually responsible for complying with the applicable provisions of this Code (including to the extent the provisions hereof are applicable to their Immediate Relatives). The persons who violate this Code shall, in addition to any other penal action that may be taken by the Company pursuant to law, also be subject to disciplinary action, which in respect of an Employee of the Company may include wage freeze, suspension, recovery, claw back or termination of employment.

Action taken by the Company for violation of the Regulations and the Code against any person will not preclude SEBI from taking any action for violation of the Regulations or any other applicable laws/rules/regulations.

Under Section 15G of the SEBI Act, 1992, any Insider who indulges in insider trading in contravention of Regulation 3 is liable to a penalty which shall not be less than Rs. 10 lakhs (Rupees Ten Lakhs only) but which may extend to Rs. 25 crores (Rupees Twenty-five Crores only) or three times the amount of profits made out of insider trading, whichever is higher.

Under Section 24 of the SEBI Act, 1992, anyone who contravenes the Regulations is punishable with imprisonment for a maximum period of ten years or with fine, which may extend to twenty- five crore rupees or with both. Further, in case any person fails to pay the penalty imposed by the adjudicating officer or fails to comply with any of his directions or orders, he shall be punishable with imprisonment for a term which shall not be less than one month, but which may extend to ten years, or with fine, which may extend to Rs. 25 Crores (Rupees Twenty-five Crores only) or with both.

In case it is observed by the Compliance Officer that there has been a violation of the Regulations by any person, he/she shall forthwith inform the Audit Committee of the Company about the violation. The penal action will be initiated on obtaining suitable directions from the Audit Committee in consultation with Board. The Compliance Officer, on behalf of the Company, shall promptly inform Stock Exchange(s) where the concerned securities of the Company are traded about such violation in such form or manner as may be specified by SEBI/ Stock Exchanges from time to time. Any amount collected under this clause shall be remitted to SEBI for credit to the Investor Protection and Education Fund administered by SEBI under the Act.

The person, against whom information has been furnished by the Company/ Compliance Officer to Stock Exchanges/ SEBI for violations of the Regulations/ Code, shall provide all information and render necessary co-operation as may be required by the Company/ Compliance Officer or Stock Exchanges/ SEBI in this connection.

The Compliance Officer shall also maintain a database of the violation of the Code by Designated Persons and immediate relatives of Designated Persons that would entail initiation of appropriate action against them. The structured digital database is preserved for a period of not less than 8 (eight) years after completion of the relevant transactions and in the event of receipt of any information from the Board regarding any investigation or enforcement proceedings, the relevant information in the structured digital database shall be preserved till the completion of such proceedings.

The Compliance Officer shall always abide by the provisions of the Regulations and the Code.

Where there is a violation by the Compliance Officer, the Group Chief Executive Officer & Managing Director of the Company shall perform the functions of the Compliance Officer.

#### CLARIFICATIONS:

For all queries concerning this Code, please contact the Company Secretary and Compliance Officer on [satishkumar.s@sagilityhealth.com](mailto:satishkumar.s@sagilityhealth.com)

#### Amendments:

The Board may, at any time, modify, alter or amend the provisions of this Code by giving notice of such modification, alteration or amendment to the Designated Persons.

In case of any amendment(s), clarification(s), circular(s) etc. issued by the relevant authorities, not being consistent with the provisions laid down under this Code, then such amendment(s), clarification(s), circular(s), etc. shall prevail upon the provisions in this Code and this Code shall stand amended accordingly.

Disclaimer:

The Code is the internal policy of the Company to prevent Designated Persons and Immediate Relatives of Designated Persons from engaging in insider trading. It is however the responsibility of each Designated Person and to ensure compliance by it and the Immediate Relatives of designated person with the provisions of this Code or the Regulations and other related laws. The Company or its Board shall not be responsible or liable for any violation or contravention by any Designated Person or Immediate Relatives of Designated Persons, of this Code and the Regulations or other related laws. In case of a conflict or inconsistency between the provisions of this Code and the Regulations, the Regulations shall supersede and prevail to the exclusion of the conflicting or inconsistent provision.

Version history:

This Code has been approved and adopted by the Board at its meeting held on October 14, 2024, and subsequently amended with the Board's approval on July 30, 2025.

ANNEXURE 1  
**FORMAT OF CONFIDENTIALITY AGREEMENT  
CONFIDENTIALITY AGREEMENT**

**THIS CONFIDENTIALITY AGREEMENT (“Agreement”)** is executed at Bengaluru on this  
[•] day of [•] (“**Effective Date**”)

**BY AND BETWEEN:**

SAGILITY LIMITED, a company incorporated in India, having corporate identity number U72900KA2021PLC150054 and its registered office at No23 & 24, AMR Tech Park, Building 2A, First Floor, Hongasandara Village, Off Hosur Road, Bommanahalli, Bengaluru, Karnataka -560068 (hereinafter referred to as the “**Disclosing Party**”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns);

**AND**

[•], an individual, aged [•], having permanent account number [•] and residing at [•] (hereinafter referred to as the “**Recipient**”) (which expression shall unless it be repugnant to the context or meaning thereof deemed to mean and include his or her legal heirs and authorised representatives.)

The Disclosing Party and the Recipient shall individually be referred to as a “**Party**” and collectively be referred to as the “**Parties**”.

**RECITALS**

- A. The Disclosing Party is a limited company whose securities are listed
- B. The Recipient is [•]. [*Note to Draft: Please indicate the relationship of the Recipient with the Disclosing Party. For instance, if the Recipient is an independent director of the Disclosing Party, please indicate so.*]
- C. In connection with [•] [*Note to Draft: Please indicate the legitimate purpose for which the UPSI is being provided.*] (“**Purpose**”), the Disclosing Party may be required to disclose Confidential Information (as defined below) to the Recipient, which in accordance with the Disclosing Party’s policy in this regard is a legitimate purpose.
- D. Pursuant to the Purpose, the Parties are entering into this Agreement in order to record the terms and conditions on the basis of which the Disclosing Party will provide the Confidential Information to the Recipient for ensuring the confidentiality thereof.

**NOW THEREFORE, IN CONSIDERATION OF THE BELOW MENTIONED CONDITIONS AND COVENANTS, THE ADEQUACY OF WHICH THE PARTIES ACKNOWLEDGE, IT IS AGREED AS FOLLOWS:**

1. Confidential Information: “Confidential Information” shall mean all confidential and proprietary, technical, financial, business information, and processes or methodologies of the Disclosing Party or of [•] [*Note to Draft: If information is being shared in respect of a party other than the Disclosing Party, please specify the name of such entity.*], disclosed by the Disclosing Party to the Recipient on or after the date of this Agreement in connection with the Purpose in whether verbal, written, graphics, visual, or electronic which is or may be either applicable to or related in any way to the business of the Disclosing Party or [•], including such information that may relate to projects (existing and under development), assets, technical data, data flow, knowledge of any relevant matters, business plans and methodology, validations, trade secrets, processes, methods, business systems, formulae, plans, research and development, prototypes, inventions, designs, drawings, sketches, records (of any type or media), test results, information, process, technique, algorithm, computer program (source and object code), pricing, customer lists, employee data, supplier lists, distributor lists, costs, materials, patents (issued or pending), copyrights, trade-marks, trade names, industrial designs, licenses, contracts, contract opportunity, software, hardware, business and marketing plans, financing plans, profit margins and other financial information, manuals, corporate objectives

or activities, mergers, acquisitions, sale, private placements, its present or future products or business, sales, subscribers, suppliers, clients, customers, employees, investors or business or any material or non-material fact not publicly released, whether marked as confidential or not.

2. Disclosure of Proprietary Information: The Recipient shall hold in strict confidence and shall not disclose any Confidential Information to any person whatsoever. The Recipient shall use such Confidential Information only for the evaluation and/or consummation of the Purpose and shall not use or exploit such Confidential Information solely for its own benefit or the benefit of another without the prior written consent of the Disclosing Party.
3. Obligations of the Recipient:
  - a. The Recipient and the spouse, parents, siblings and children of such of the Recipient or of the spouse, who are either financially dependent on the Recipient or consult the Recipient in taking decisions relating to trading in securities its (“**Immediate Relatives**”) shall take all measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information. Provided, however, that such measures shall be no less stringent than measures taken to protect his or her own confidential and proprietary information but in no event less than reasonable degree of care.
  - b. At any time upon the Disclosing Party’s written request, the Recipient shall promptly destroy all documents (or copies thereof) containing Confidential Information provided to it or created by it during the term of this Agreement without retaining any copies thereof. The Recipient shall, upon request by the Disclosing Party, promptly provide written confirmation that such destruction has occurred in accordance with this provision.
  - c. The Recipient agree not to (without obtaining the Disclosing Party’s prior written consent) disclose the Disclosing Party’s (or where applicable Disclosing Party’s representatives, affiliates or associates or group companies’) interest, participation or involvement in the evaluation of, discussions or negotiations undertaken in connection with the Purpose in any manner whatsoever, including but not limited to disclosing the name of the Disclosing Party to the press wherever and of whatever nationality in any statements made in connection with the Disclosing Party. *[Note to Draft: Depending on the Purpose, specific limitations may be inserted herein.]* The execution of this Agreement and the evaluation of the Purpose shall also be deemed to be “Confidential Information”.
  - d. The Recipient agrees not to disclose any Confidential Information to its Immediate Relatives unless such relative has also executed a similar agreement with the Company.
4. Limitation on Obligations: The obligations of the Recipient specified in Section 2 and 3 above shall not apply, and the Recipient shall have no further obligations, with respect to any Confidential Information to the extent that such Confidential Information:
  - a. is already in the public domain at the time of the Disclosing Party's communication thereof to the Recipient; or
  - b. has entered the public domain through no fault of or breach by the Recipient, of any contractual obligation, subsequent to the time of the Disclosing Party's communication thereof to the Recipient; or
  - c. is required to be disclosed by the Recipient to comply with applicable laws or governmental regulations, order of a court or government agency or regulatory authority;

or in response to any summons or in connection with any judicial proceeding, provided that the Recipient seeks the consent of the Disclosing Party for such disclosure and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. Disclaimer:
  - a. Any Confidential Information as delivered by the Disclosing Party is on an “as is” basis and all representations and warranties express or implied, including fitness for the purpose, merchantability, and non-infringement, are hereby disclaimed. The Recipient is not entitled to rely on the accuracy or completeness of any Confidential Information.
  - b. The Parties agree and acknowledge that neither the execution of this Agreement nor the disclosure of Confidential Information pursuant hereto shall obligate either Party to enter into any transactions with one another or any other Party for the Purpose or otherwise.
6. Ownership of Confidential Information: The Recipient agrees that the Disclosing Party are and shall remain the exclusive owner of the Confidential Information.
7. Equitable Remedies: The Recipient acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of the Confidential Information and the Disclosing Party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
8. No Insider Trading: The Recipient acknowledges that some or all of the Confidential Information disclosed under this Agreement may constitute “unpublished price sensitive information” under applicable law. Consequently, each of the Recipient and its representatives that have had access to the Confidential Information (“**Representatives**”) may be deemed to be an “Insider” under applicable law. The Recipient agrees and acknowledges that it is obligated to and shall ensure that its Representatives are compliant with applicable law in respect of the Confidential Information disclosed by the Disclosing Party to the Recipient.
9. Indemnity: The Recipient shall indemnify and hold harmless the Disclosing Party for and against any and all claims, actions, demands, proceedings, damages, losses, fees, penalties, expenses, costs (including attorneys’ and advisors costs) and liabilities arising out of or in connection with any breach of this Agreement by the Recipient.
10. Term: The obligations under this Agreement shall survive in perpetuity.
11. Miscellaneous:
  - a. Entire Agreement: This Agreement supersedes all prior agreements, (if any) written or oral, between the Disclosing Party and the Recipient relating to the Purpose or subject matter of this Agreement.
  - b. Amendments: No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialled by all the signatories to this Agreement.
  - c. Assignment: This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns. However, the Recipient cannot transfer or assign his/her rights, benefits, interests or obligations in this Agreement in whole or in part without the prior written consent of the Disclosing Party.
  - d. Severability: If any clause, paragraph, sub-paragraph, or provision of this Agreement, or the application of such clause, paragraph, sub-paragraph, or provision, is held invalid by a court of competent jurisdiction, the remainder of this Agreement, and the application of such clause, paragraph, sub-paragraph, or provision to persons, or circumstances other than those with respect to which it is held invalid shall not be affected.
  - e. Governing Law and Jurisdiction: This Agreement shall be construed and interpreted in accordance with the laws of India and courts in [INSERT CITY] shall have exclusive jurisdiction to resolve or adjudicate in respect of any differences/ disputes that may arise from or under this Agreement.
  - f. Counterparts: This Agreement may be executed in one or more counterparts which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the signatories have executed this Agreement as on the day and the year first hereinbefore written.

**Signed Sealed and Delivered  
For and on behalf of  
Sagility Limited**

**Name:  
Authorised Signatory**

**In presence of Signed Sealed and  
Delivered By  
[•] Name:**

**ANNEXURE 2**  
**SPECIMEN OF APPLICATION FOR PRE-TRADING APPROVAL**

Date:

To,  
The Compliance Officer  
Sagility Limited  
No23 & 24, AMR Tech Park, Building 2A,  
First Floor, Hongasandara Village, Off Hosur Road,  
Bommanahalli, Bengaluru,  
Karnataka -560068

**APPLICATION FOR PRE-TRADING APPROVAL IN SECURITIES OF THE COMPANY**

Pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the Code of Conduct for Prevention of Insider Trading of the Company, I seek approval for purchase/ sale/subscription of Securities (including derivatives) (Give Description) of the Company as per the details given below:

Sl. No.	Particulars	Details
1	Name of the applicant & Name of the relative (If applicable)	
2	Employee Code/ID	
3	Designation	
4	Number of securities held as on date	
5	Folio No. / DP ID / Client ID No.	
6	The proposal is for	(a) Purchase of securities (b) Subscription to securities (c) Sale of securities
7	Proposed date of trading in securities	
8	Estimated number of securities proposed to be purchased/ subscribed/ sold	
9	Current market price (as on date of application)	
10	Whether the proposed transaction will be through stock exchange or off-market trade	
11	Folio No. / DP ID / Client ID No. where the securities will be credited / debited	

I enclose herewith the Undertaking signed by me.

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

Name:

Designation:

Date:

Place:

**Note:** This application has to be preferably submitted through electronic mail at the dedicated email id [satishkumar.s@sagilityhealth.com](mailto:satishkumar.s@sagilityhealth.com) and may be followed by a hard copy.

ANNEXURE 3  
**FORMAT OF UNDERTAKING/DECLARATION TO BE ACCOMPANIED WITH  
THE APPLICATION FOR PRE- TRADING**

**UNDERTAKING/ DECLARATION**

To,  
The Compliance Officer  
Sagility Limited  
No23 & 24, AMR Tech Park, Building 2A,  
First Floor, Hongasandara Village, Off Hosur Road,  
Bommanahalli, Bengaluru,  
Karnataka -560068

I, \_\_\_\_\_ resident of \_\_\_\_\_ hereby declare, that I am a Designated Person of Sagility Limited, I further declare that I am not in possession of or otherwise privy to any Unpublished Price Sensitive Information [as defined in the Code of Conduct for Prevention of Insider Trading of Sagility Limited (the Code)] and that this transaction is not linked to any unpublished price sensitive information with respect to the Securities of the Company up to and at the time of signing this Undertaking/Declaration.

In case I have access to, or I receive any Unpublished Price Sensitive Information after signing this Undertaking/Declaration but before execution of the transaction, I shall inform the Compliance Officer of the change in my position and refrain myself and shall also ensure that my Immediate Relatives would completely refrain from Trading in the Securities (including derivatives) of the Company till the time such Unpublished Price Sensitive Information becomes generally available forth in the Code including disciplinary action under the Code of the Company, in case the above declarations are found to be misleading or incorrect at any time.

I declare that I have not contravened the Code as adopted by the Company from time to time.

I undertake to submit the necessary post-trading report within two Trading Days of execution of the transaction/a 'Nil' report if the transaction is not undertaken.

I am aware that, I shall be liable to face penal consequences as set forth in the Code including disciplinary action under the Code of the Company, in case the above declarations are found to be misleading or incorrect at any time.

I agree to comply with the provisions of the Code and provide any information relating to the trade as may be required by the Compliance Officer and permit the Company to disclose such detail to SEBI, if so required by SEBI.

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

Signature: \_\_\_\_\_  
Name:  
Designation:

Date:  
Place:

ANNEXURE 4  
FORMAT FOR PRE-TRADING APPROVAL LETTER

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

Approval No: \_\_\_\_\_ of

To,

Mr. /Mrs. \_\_\_\_\_

#Emp. No.: \_\_\_\_\_

#Designation: \_\_\_\_\_

**PRE-TRADING APPROVAL/DISAPPROVAL – Your application dated \_\_\_\_\_**

Dear Mr. /Mrs.,

With reference to your above application (copy enclosed) seeking approval for undertaking certain transactions in Securities (including derivatives) of the Company detailed therein, please be informed that you are / your Immediate Relative \_\_\_\_\_ is hereby authorised/not authorised to undertake the transaction(s) as detailed in your said application.

\$(This approval is being issued to you based on the various declarations, representations and warranties made by you in your said application.

This approval letter is valid till \_\_\_\_\_ (i.e., for {7} trading days from date hereof). If you / your Immediate Relative do (es) not execute the approved transaction /trade on or before this date you would have to seek fresh pre-trading approval before executing any transaction/deal in the Securities (including derivatives) of the Company. Further, you are required to file the details of the executed transactions in the attached format within two {2} Trading Days from the date of transaction/deal. In case the transaction is not undertaken a Nil report shall be necessary.]

Yours truly,

Compliance Officer

*Encl: Format for submission of details of transaction (Annexure 5)*

# to be filled only by Employees

\$ applicable only in case of approval

ANNEXURE 5

**FORMAT FOR DISCLOSURE OF PRE-APPROVED TRANSACTIONS**

[To be submitted within 2 Trading Days of transaction/Trading in Securities (including derivatives) of the Company]

To,  
 The Compliance Officer  
 Sagility Limited  
 No23 & 24, AMR Tech Park, Building 2A,  
 First Floor, Hongasandara Village, Off Hosur Road,  
 Bommanahalli, Bengaluru,  
 Karnataka -560068  
 Dear Sir,

DETAILS OF PRE-APPROVED TRANSACTION

**Ref: Your Approval letter No. dated**

I hereby inform you that I / my \_\_\_\_\_ have not bought/sold/subscribed any Securities (including derivatives) of the Company;

**OR**

have bought / sold / subscribed to \_\_\_\_\_ Securities (including derivatives) (Give Description) as mentioned below on \_\_\_\_\_ (Insert Date)  
*(To strikeout whichever is not applicable)*

Name of holder	** First or Joint holder	No. of Securities (including derivatives) dealt with	Bought/ Sold/ Subscribed	DP ID/ CLIENT ID (electronic form) or Folio no. (for physical) where the Sec. will be debited or credited	Price (Rs)

\*\* "F" for first holder "J" for joint holder

In connection with the aforesaid transaction(s), I hereby undertake to preserve, for a period of 5 (Five) years and produce to the Compliance Officer/SEBI any of the following documents:

- Broker's contract note
- Proof of payment to/from brokers
- Extract of bank passbook/statement (to be submitted in case of demat transactions).
- Copy of Delivery instruction slip (applicable in case of sale transaction)

I declare that the above information is correct and that no provisions of the Code of Conduct of Sagility Limited for Prevention of Insider Trading and/or applicable laws/regulations have been contravened for effecting the above said transaction(s).

I declare that my dealing in these Securities (including derivatives) would in no manner be in violation of the provision of the Code, the Regulations and particularly the provisions pertaining to contra trade.

I agree not to enter into any contra trade for a period of [six months] from the date of the aforesaid transaction.

In case there is any urgent need to sell these Securities (including derivatives) within the said period, I shall approach the Company (Compliance Officer) for necessary approval.

Yours truly,

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

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

#Emp. No: \_\_\_\_\_

#Dept./ Div. \_\_\_\_\_

**# to be filled in only by Employees**

ANNEXURE 6  
**FORMAT FOR DISCLOSURE OF PARTICULARS**  
**PART A- Details required for making entry into the Register of Designated Persons**

The Compliance Officer,  
 Sagility Limited  
 No23 & 24, AMR Tech Park, Building 2A,  
 First Floor, Hongasandara Village, Off Hosur Road,  
 Bommanahalli, Bengaluru,  
 Karnataka -560068

Dear Sir,  
 My personal details are as under:

**NAME OF DESIGNATED PERSON:** \_\_\_\_\_ **#EMPL NO.:** \_\_\_\_\_ **#GRADE:** \_\_\_\_\_  
**#DEPARTMENT:** \_\_\_\_\_ **FOLIO NO.:** \_\_\_\_\_ **DP ID. & CLIENT ID.:** \_\_\_\_\_

Pursuant to the provisions of SEBI (Prohibition of Insider Trading) Regulations, 2015 and the Company's Code of Conduct for Prevention of Insider Trading, I hereby declare that I have the following Immediate Relative(s):

Sr. No.	Name of the Immediate Relative 1	Relationship with Director/KMP/ Designated Person	PAN/ Other	Folio No./DP Id. & Client Id.	Details of Security/(ies) Held	Address, Phone & Mobile No.

Sr. No.	Name of Person with whom I share a Material Financial - Relationship 2	PAN/ Other id. no.:	Folio No./DP Id. & Client Id.	Phone & Mobile No.

Chronologically List the Names of Educational Institutions attended:



Chronologically List the Names of past Employers:

I hereby undertake to inform changes, if any, in the above details from time-to-time. I hereby declare that the above details are true, correct and complete in all respects.

Signature:

Name:

Notes:

1. "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;
2. "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.

**# To be filled in only by Employees**

**PART B**  
**FORM B**

SEBI (Prohibition of Insider Trading) Regulations, 2015

[Regulation 7 (1) (b) read with Regulation 6(2) — Disclosure on becoming a Key Managerial Personnel/ Director/ Promoter/ Member of the promoter group]

Name of the company: Sagility Limited

ISIN of the company: \_\_\_\_\_

**Details of Securities held on appointment of Key Managerial Personnel (KMP) or Director or upon becoming a Promoter or member of the promoter group of a listed company and immediate relatives of such persons and by other such persons as mentioned in Regulation 6(2).**

Name, PAN, CIN/DIN & Address with contact nos.	Category of Person (KMP / Director or Promoter or member of the promoter group/ Immediate relative to/ others, etc.)	Date of appointment of KMP/ Director/ OR Date of becoming Promoter/ member of the promoter group	Securities held at the time of appointment of KMP/ Director or upon becoming Promoter or member of the promoter group		% of Shareholding
			Type of securities (For e.g.- Shares, Warrants, Convertible Debentures, Rights entitlements, etc.)	No.	
1	2	3	4	5	6

*Note: "Securities" shall have the meaning as defined under regulation 2(1)0 of SEBI (Prohibition of Insider Trading) Regulations, 2015.*

**Details of Open Interest (OI) in derivatives on the securities of the company held on appointment of KMP or Director or upon becoming a Promoter or member of the promoter group of a listed company and immediate relatives of such persons and by other such persons as mentioned in Regulation 6(2).**

Open Interest of the Future contracts held at the time of appointment of Director/KMP or upon becoming Promoter/member of the promoter Group			Open Interest of the Option Contracts held at the time of appointment of Director/KMP or upon becoming Promoter/member of the promoter group		
Contract specifications	Number of units (contracts* lot size)	Notional value in Rupee terms	Contract specifications	Number of units (contracts* lot size)	Notional value in Rupee terms
7	8	9	10	11	12

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

Name & Signature:

Designation:

Date:

Place:

ANNEXURE 7

FORMAT OF ANNUAL STATEMENT OF HOLDINGS BY PROMOTER / MEMBER OF PROMOTER GROUP / KEY  
MANAGERIAL PERSONNEL / DIRECTOR/ DESIGNATED PERSON AND THEIR IMMEDIATE RELATIVES

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

The Compliance Officer,  
Sagility Limited

Dear Sir,

As on March 31, \_\_\_\_\_, I hereby declare the following details to be true, correct and complete in all respects:

Name of Promoter / Member of Promoter Group/ Director/ KMP/ Designated Person	Designation	PAN/ Other Identification no.	Folio No./ DP ID & Client ID	Details of Security/(ies) Held	Address, Phone & Mobile No.

Sr. No	Name of Immediate Relative 1	Relationship with Director/ KMP/ Designated Person	PAN/ Other ID No.	Folio No./ DP ID & Client ID	Details of Security/(ies) Held	Address, Phone & Mobile No.

Sr. No	Name of Person with whom I share a Material Financial Relationship 2	PAN/ Other ID No.	Folio No./ DP ID & Client ID	Phone & Mobile No.



I hereby also undertake to promptly inform changes, if any, in the above details from time-to-time.

Yours truly,

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

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

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

#Emp. No.: \_\_\_\_\_

#Dep. /Div.: \_\_\_\_\_

Notes:

“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;

“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.

# To be filled in only by Employees

ANNEXURE 8

FORM C

**SEBI (Prohibition of Insider Trading) Regulations, 2015**  
**{Regulation 7 (2) read with Regulation 6(2) – Continual Disclosures}**

Name of the company: Sagility Limited

ISIN of the company: \_\_\_\_\_

**Details of change in holding of Securities of Promoter, Member of the Promoter Group, Designated Person or Director of a listed company and immediate relatives of such persons and other such persons as mentioned in Regulation 6(2)**

Name, PAN No., CIN/DIN, & address with contact nos.	Category of Person (Promoter/member of the Promoter Group/Designated Person/Director 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/disposal of shares, specify		Date of intimation to company	Mode of acquisition /disposal (on market/public/rights/preferential offer/ off market/ Inter-se transfer, ESOPs, etc.)	Exchange on which the trade was executed
		Type of securities (For e.g. – Shares, Warrants, Convertible Debentures, Rights Entitlements etc.)	No. and % of shareholding	Type of securities (For e.g. – Shares, Warrants, Convertible Debentures, Rights entitlement etc.)	No.	Value	Transaction Type (Purchase/Sale/Pledge/Revocation/Invocation/Others – please specify)	Type of securities (For e.g. – Shares, Warrants, Convertible Debentures, Rights Entitlements etc.)	No. and % of shareholding	From	To			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

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

(ii) Value of transaction excludes taxes/brokerage/any other charges

Details of trading in derivatives on the securities of the company by Promoter, member of the promoter group, designated person or Director of a listed company and immediate relatives of such persons and other such persons as mentioned in Regulation 6(2)

Trading in Derivatives (Specify type of contract, Futures or Options etc.)						Exchange on which the trade was executed
Type of contract	Contract specifications	Buy		Sell		
		Nominal value	Number of units (Contracts * lot size)	Nominal value	Number of units (Contracts * lot size)	
16	17	18	19	20	21	22

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

Name & Signature:

Designation:

Date:

Place:

ANNEXURE 9

FORM – D (Indicative format)

**SEBI (Prohibition of Insider Trading) Regulations, 2015  
Regulation 7(3) – Transactions by Other connected persons as identified by the Company**

Name of the company: Sagility Limited

ISIN of the company: \_\_\_\_\_

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

Name, PAN, CIN/ DIN, & address of connected persons, as identified by the company	Connection with the company	Securities held prior to acquisition/ disposal		Securities acquired/Disposed				Securities held post acquisition/ disposal		Date of allotment advice/ acquisition of shares/ disposal of shares, specify		Date of intimation to company	Mode of acquisition /disposal ((on market/ public rights/ preferential offer / off market/ Inter-se Transfer, ESOPs etc.)	Exchange on which the trade was executed
		Type of securities (For e.g. – Shares, Warrants, Convertible Debentures, Rights Entitlements etc.)	No. and % of shareholding	Type of securities (For e.g. – Shares, Warrants, Convertible Debentures, Rights entitlement etc.)	No.	Value	Transaction Type (Purchase/ Sale/Pledge/ Revocation/ Invocation/ Others – please specify)	Type of securities (For e.g. – Shares, Warrants, Convertible Debentures, Rights Entitlements etc.)	No. and % of shareholding	From	To			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

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

(ii) Value of transaction excludes taxes/brokerage/any other charges

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

Trading in derivatives (Specify type of contract, Futures or Options etc.)						Exchange on which the trade was executed
Type of Contract	Contract specifications	Buy		Sell		
		Notional Value	Number of units (Contract * lot size)	Notional Value	Number of units (Contract *lot size)	
16	17	18	19	20	21	22

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

Name:

Signature:

Date:

Place:

## CODE OF FAIR DISCLOSURE & PRACTICES

### 1. Overseeing and coordinating disclosure:

The Board of the Company shall designate a senior officer as a Chief Investor Relations Officer who would be responsible to ensure timely, adequate, uniform and universal dissemination of information and disclosure of Unpublished Price Sensitive Information (“UPSI”) pursuant to this Code as required under the Regulations so as to avoid selective disclosure.

The Chief Investor Relations Officer shall report to the Group Chief Executive Officer & Managing Director as the case may be and shall also co- ordinate with the Compliance Officer.

The Chief Investor Relations Officer shall ensure that information shared with analysts and research personnel is not UPSI. The Chief Investor Relations Officer shall be responsible for overseeing and coordinating disclosure of UPSI to analysts, shareholders and media, and educating Employees on disclosure policies and procedures.

**The Chief Investor Relations Officer shall also ensure that when interacting with the media and external public, guidelines for disclosure of UPSI are complied with.**

All disclosure/dissemination of any UPSI (save and except disclosure required to be made under any law or under this Code) on behalf of the Company shall be first marked to the Chief Investor Relations Officer, for approval. Any such information shall be made public or published on behalf of the Company only if the same is approved by the Chief Investor Relations Officer. In case of doubt, the Chief Investor Relations Officer shall consult and seek approval of the Group Chief Executive Officer & Managing Director before dissemination of such information.

Should any dissemination of information on behalf of the Company take place without prior approval referred above, out of accidental omission, selectively, inadvertently or otherwise by any Employee / Director of the Company then such Employee / Director of the Company shall forthwith inform the Chief Investor Relations Officer., about such disclosure. The Chief Investor Relations Officer will then promptly disseminate the information so as to make such information generally available.

### 2. Responding to market rumours:

The Employee/ Director of the Company shall promptly direct any queries on news reports or requests for verification of market rumours received from regulatory authorities to the Chief Investor Relations Officer.

The Chief Investor Relations Officer shall on receipt of requests as aforesaid, consult the Whole-time Director/ Chief Executive Officer as the case may be and send an appropriate and fair response to the same.

The Chief Investor Relations Officer shall be responsible for deciding in consultation with the Whole-time Director/Chief Executive Officer of the Company as to the necessity of a public announcement for verifying or denying rumours and thereafter making appropriate disclosures.

All requests/queries received shall be documented and as far as practicable, the Chief Investor Relations Officer shall request such queries/requests in writing. No disclosure in response to the queries/request shall be made by the Chief Investor Relations Officer, unless the Group Chief Executive Officer & Managing Director approves the same.

### 3. Disclosure/ dissemination of UPSI with special reference to analysts, institutional investors:

No person, except those authorized by the Chief Investor Relations Officer, shall disclose any information relating to the Company’s Securities to analysts and research persons. The Chief Investor Relations Officer shall be invited to meetings/ conferences organized by the Company with analysts/research persons.

All Directors and Employees of the Company should follow the guidelines given hereunder while dealing with analysts and institutional investors: -

#### **4. Sharing of UPSI:**

The Employee and Director of the Company shall provide only public information to analysts/ research persons. In case any UPSI is proposed to be provided, the person proposing to provide information shall consult the Chief Investor Relations Officer, in advance. The Chief Investor Relations Officer shall ensure that that the information provided to the analyst/research person/investor above is made public simultaneously with such disclosure.

The Company shall take extreme care and caution when dealing with Analysts' questions that raise issues outside the intended scope of discussion.

The Chief Investor Relations Officer should tackle the unanticipated questions carefully. The unanticipated questions may be noted, and a considered response be given later in consultation with Group Chief Executive Officer & Managing Director. If the answer to any question requires dissemination of UPSI, the Chief Investor Relations Officer, shall report the same to the Group Chief Executive Officer & Managing Director and obtain necessary approval for its dissemination to the Stock Exchanges/public announcement through press. The Chief Investor Relations Officer shall, after dissemination of such UPSI, respond to such unanticipated questions.

The Chief Investor Relations Officer shall handle all the UPSI on a need-to- know basis only. In case of doubt, the Chief Investor Relations Officer shall consult and seek approval of the Group Chief Executive Officer & Managing Director before dissemination of such information.

#### **5. Legitimate Purpose:**

The term "legitimate purpose" shall include sharing of UPSI in the ordinary course of business by an insider with partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, insolvency professionals or other advisors or consultants, provided that such sharing has not been carried out to evade or circumvent the prohibitions of the Regulations.

Any person in receipt of UPSI pursuant to a "legitimate purpose" shall be considered an "insider" for purposes of the Regulations and execution of confidentiality agreement with such persons, to maintain confidentiality of such UPSI in compliance with the Regulations.

#### **6. Recording of discussion:**

All analyst and other investor relations conferences shall be attended by the Chief Investor Relations Officer who may be accompanied by any other Employee(s) of the Company. In order to avoid misquoting or misrepresentation, the Chief Investor Relations Officer can make transcripts or arrangements for recording the discussions at the meeting.

#### **7. Simultaneous release of information:**

Whenever the Company proposes to organize meetings with investment analysts/research people, the Company shall make a press release or post relevant information on its website after every such meeting. The Company may also consider live webcasting of analyst meets.

The Chief Investor Relations Officer shall be responsible for drafting the press release or the text of the information to be posted on the Company's website, in consultation with the Group Chief Executive Officer & Managing Director. The Board has appointed the Chief Finance Officer as the Chief Investor Relations Officer.

#### **8. Medium of disclosure/ dissemination:**

The Company shall disseminate all credible and concrete UPSI on a continuous and in a timely manner to stock exchanges where its Securities are listed in accordance with the requirements of applicable law and thereafter to the press.

As a good corporate practice, the UPSI disclosed to the Stock Exchanges and to the Press may also be supplemented by prompt updates on the Company's website. The Company may also consider other modes of public disclosure of UPSI so as to improve investor access to the same.

The information filed by the Company with the Stock Exchanges under the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 shall also be posted on the Company's website.

This Code is as approved by the Board at its meeting held on October 14, 2024.

The Company will also promptly intimate any amendment to this Code of Fair Disclosure & Practices to the Stock Exchanges, as required under the Regulations.

## **POLICY FOR INQUIRY IN CASE OF LEAK OF UNPUBLISHED PRICE SENSITIVE INFORMATION**

[Under Regulation 9A of Securities and Exchange Board of India (Prevention of Insider Trading) Regulations, 2015]

### **1. Background**

Regulation 9A of the SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended (“SEBI PIT Regulations”) mandates every listed company to formulate a written policy and procedures for inquiry in case of leak of unpublished price sensitive information and initiate appropriate inquiries on becoming aware of leak of unpublished price sensitive information and inform SEBI promptly of such leaks, inquiries and results of such inquiries.

### **2. Scope**

This Policy deals with:

- a. Formulating procedures for inquiry such as initiating inquiry, reporting, etc. in case of leak or suspected leak of UPSI.
- b. Strengthening the internal control system to prevent leak of UPSI.
- c. Penalizing any insider who appears to have found guilty of violating this policy.

### **3. Definitions**

The definitions of some of the key terms used in the Policy are given below. Capitalised terms are not defined herein shall have the meaning assigned to them under the Code/SEBI PIT Regulations.

“**Audit Committee**” means the Audit Committee constituted by the Board of Directors of the Companies in accordance with Section 177 of the Companies Act, 2013 & Regulation 18 of SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”).

“**Code**” means the Code of Conduct for Prevention of Insider Trading and Code of Fair Disclosure & Practices.

“**Company**” means Sagility Limited

“**Compliance Officer**” means the person as defined in Code.

“**Leak of UPSI**” means communication of information which is/deemed to be UPSI, by any person, who has access or is in possession of UPSI, to any other person, directly or indirectly, overtly or covertly or in any manner whatsoever, except for legitimate purposes, performance of duties or discharge of legal obligations.

“**Suspect**” means the person or persons against or in relation to whom an inquiry is initiated in case of leak or suspected leak of UPSI.

“**Unpublished Price Sensitive Information** (“UPSII”)” shall have the meaning given to it under Regulation 2(1)(n) of the Regulations.

“**Whistle Blower**” means an employee making a protected disclosure under the Whistle Blower Policy of the Company.

“**Working days**” means working days of the Company.

### **4. Procedure for inquiry in case of Leak or suspected Leak of UPSI**

#### **a. Source of information relating to leak of UPSI**

The Chairman of Audit Committee may on becoming aware Suo moto or on receipt of a written intimation of leak or suspected leak of UPSI from:

- the Suspect
- any other person, including employees of the Company
- regulators,

follow the below mentioned procedure to inquire and/or investigate the matter.

**b. Preliminary Inquiry:**

The object of preliminary inquiry is fact-finding, 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 initiate further investigation/inquiry.

Chairman of Audit Committee shall forthwith forward such intimation to Group Chief Executive Officer & Managing Director and/or Group Chief Financial Officer to conduct a preliminary inquiry headed by Compliance Officer. The said inquiry shall be completed within 2 working days from the date of receipt of such intimation and report thereof shall be circulated to the Chairman of Audit Committee/ Group Chief Executive Officer & Managing Director/ Group Chief Financial Officer.

**c. Intimation of Leak or suspected Leak of UPSI:**

If in the opinion of Chairman of Audit Committee/Group Chief Executive Officer/Group Chief Financial Officer and Compliance Officer, the preliminary inquiry report warrants further investigation, the same shall be submitted to:

- The Board of Directors
- Inquiry Committee for detailed investigation

The Compliance Officer shall simultaneously intimate SEBI about such Leak or suspected Leak of UPSI.

**d. Inquiry Committee:**

Inquiry Committee shall consist of the following persons, or any person nominated by such officers from their department-

- Group Chief Financial Officer
- Company Secretary
- Head of Information Security
- Head of Human Resources
- Any other person nominated by Group Chief Executive Officer & Managing Director

If any member of Inquiry Committee has a conflict of interest in any given case, then he/she should recuse himself/herself and other members of Inquiry Committee should deal with the matter on hand.

**e. Investigation by Inquiry Committee:**

Upon receipt of the report of the preliminary inquiry and all other supporting documents, the Inquiry Committee is required to initiate the investigation. The said investigation shall be completed within 15 working days from the date of receipt of report of the preliminary inquiry. The Inquiry Committee's investigation report shall be submitted to the Audit Committee/ Board of Directors and the Compliance Officer immediately, and such report shall also be submitted to SEBI by the Compliance Officer forthwith.

**5. Powers of the Inquiry Committee:**

For purpose of conducting inquiry, the Inquiry Committee:

- a. may call upon
  - such employees/individuals to seek clarification or information pertaining to the leak.
  - persons / members of committees involved in generation of the original data for purpose of determination of key figures pertaining to financial figures.
  - persons involved in the consolidation of the figures for the financial results.
  - persons involved in the preparation of board notes and presentations.
  - persons involved in dissemination of information relating to financial results in the public domain.
  - any other persons who had access to the information.
  - any market intermediaries, fiduciaries and other person/ entities who have access to UPSI for inquiry conducted for leak of such UPSI.
- b. may at its discretion, invite external investigators/experts.
- c. may take necessary actions including sending the Suspect on leave, restrict physical access to the office premise, freeze access to systems, electronic devices, emails, etc., during the pendency of the investigations for fair conduct of the proceedings.
- d. shall keep the identity of the Suspect confidential till the completion of inquiry unless it is essentially required for the purpose of investigation.
- e. shall notify the Suspect of the allegations at the outset of internal investigation and provide him opportunity to represent his case and submit evidence.
- f. shall do all such acts, deeds, matters and things as are necessary for the purpose of conduct of internal investigation.

## **6. Rights and Obligations of the suspect**

- a. The Suspect shall:
  - co-operate with the Preliminary Inquiry Committee and the Inquiry Committee during the investigation process.
  - have a right to consult with a person or persons of their choice, other than members of Inquiry Committee.
  - right to be informed of the outcome of the investigation
- b. The Suspect(s) has the responsibility not to interfere with the investigations. Evidence shall not be withheld, destroyed or tampered with and witnesses shall not be influenced, coached, threatened or intimidated by the Suspects.
- c. Unless there are compelling reasons not to do so, Suspects will be given the opportunity to respond to material findings contained in investigation report. No allegation of wrongdoing against a Suspect shall be considered as maintainable unless there is good evidence in support of the allegation.

## **7. Consequences of non-compliance**

- a. On receipt of report of inquiry committee, the Compliance Officer shall forthwith forward such report to Audit Committee. Compliance Officer shall forthwith forward such report to SEBI.
- b. The disciplinary action against Suspect may be taken within 15 working days from receipt of investigation report by Audit Committee in consultation with Board of Directors or any other person authorised by the Board.
- c. The disciplinary action may include wage freeze, suspension, recovery, clawback, ineligibility for future participation in the Company's stock option plans or termination, as may be decided by the Audit Committee or the Board of Directors or any other person authorised by the Board.
- d. SEBI or any other appropriate regulatory authority would also be informed by the Compliance Officer, of such violation who may take appropriate action against the Suspect.

This Code is as approved by the Board at its meeting held on June 24, 2024, and subsequently amended with the Board's approval on July 30, 2025.

## POLICY ON DETERMINATION OF LEGITIMATE PURPOSE

### 1. Background

The Company shares data or information with various stakeholders like organizations, agencies, institutions, intermediaries, establishments, persons, etc., during the course of its business operations. Such unpublished data or information, if made publicly available may materially impact the market price of the listed securities of the Company. If such persons trade on the basis of unpublished price sensitive information ('UPSI'), it could result in an undue advantage to such persons. The trading in the securities of the Company by an insider is governed by and subject to the SEBI (Prohibition of Insider Trading) Regulations, 2015 ('Regulations') as amended from time to time and the Code of Conduct for Prevention of Insider Trading and Code of Fair Disclosure & Practices ('Code').

This "**Policy on Determination of Legitimate Purpose**" ('Policy') is framed by the Board of Directors of the Company pursuant to the amendment in the Regulations, in 2018 and is part of "Code of Fair Disclosure & Practices". (Regulation 3(2A) and 3(2B))

### 2. Definitions

**"Connected Person"** means Connected Person as defined under Regulations and shall also include promoters and their directors and key managerial personnel. (Regulation 2(1)(d)).

**"Insider"** means any person who is a Connected Person or in possession of or having access to Unpublished Price Sensitive Information. (Regulation 2(1)(g)).

**"Unpublished Price Sensitive Information ("UPSI")"** shall have the meaning given to it under Regulation 2(1)(n) of the Regulations.

### 3. Legitimate Purpose

**"Legitimate Purpose"** shall mean sharing of UPSI in the ordinary course of business or on a need-to-know basis. The Company may share the UPSI if required in the interest of the Company.

Legitimate Purpose shall inter alia include sharing of UPSI on need-to-know basis by an insider with partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, insolvency professionals or other advisors or consultants, provided that such sharing has not been carried out to evade or circumvent the prohibitions of the Regulations. (Regulation 3(2A) and 3(2B)).

In following cases which are illustrative in nature, sharing of UPSI would be considered as legitimate purpose:

- i. For investigation, inquiry or request for information by statutory or governmental authorities or any other administrative body recognized by law;

**Example:** Any call for information or query received from Ministry of Corporate Affairs, Income Tax Authority, Securities and Exchange Board of India ("SEBI"), Stock Exchanges, Reserve Bank of India, Sectoral Regulatory Body, etc.

- ii. Under any proceedings or pursuant to any order of courts or tribunals; Example: National Company Law Tribunal, National Company Law Appellate Tribunal, Quasi-judicial authority, Other Appellate Tribunals, Arbitration Proceedings, etc.

- iii. As part of compliance with applicable laws, regulations, rules and requirements;

**Example:** Company Law, Securities Law, Income Tax Law, Banking Law, etc

- iv. Arising out of any contractual obligations or arrangement entered by the Company set forth in any contract, agreement, arrangement, settlement, understanding or undertaking.

**Example:** Due diligence for any kind of restructuring, namely mergers & acquisitions, joint venture agreements, share purchase agreements, franchisee agreement, etc.

- v. Arising out of business requirement including requirement for the purposes of promoting the business and Strategies of business. Which may require sharing of information with Promoters and Promoters in turn with their Promoters as well as by Promoters with their advisors, consultants, intermediaries, fiduciaries etc

**Example:** Some of the examples which are illustrative in nature are as mentioned below;

- Sharing the relevant UPSI by Company or Promoters for advice, consultation, valuation, fund raising or other intermediation and approvals in relation to the subject matter of a proposed deal/assignment/tie-up/venture/fund raising;
- Sharing the relevant UPSI by Company or Promoters with intermediaries, fiduciaries, merchant bankers, advisors, lawyers, bankers, consultants, valuers, auditors, insolvency professionals, business support agents, transaction processing service providers in order to avail professional services from them;
- Sharing the relevant UPSI by Company or Promoters for advice, consultation, transaction support, intermediation and approvals on projects relating to enterprise transformation, strategy, change management, analytics, re-organization, operation improvement, technology and similar domains;
- Sharing the relevant UPSI by Company or Promoters with business partners essential to fulfil the terms and conditions of a business contract with a client, vendor, collaborator or lender;
- Sharing the relevant UPSI by Company or Promoters for advice, consultation, transaction support, intermediation and approvals in the process of evaluation of new products, business opportunities and new lines of business;
- Sharing the relevant UPSI by Company or Promoters for statutory consolidation requirements or related customary disclosure obligations;
- Sharing the relevant UPSI by Company or Promoters with persons engaged or involved in the processes leading to disclosure of events set out in Schedule III to SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;

Any person in receipt of UPSI pursuant to a “legitimate purpose” shall be considered an “**insider**” for purposes of the Regulations and shall comply with the Code.

#### 4. Process for sharing UPSI

The insider may conduct the following steps while sharing UPSI:

- i. Satisfy that information is UPSI and sharing is for legitimate purpose.
- ii. Identify the persons with whom the information is to be shared.
- iii. Notify the recipient that UPSI is being shared and enter into a confidentiality/non- disclosure agreement.
- iv. Mode of sharing UPSI shall be either by an email (address directly to the insider without copying) or hard copy or any other electronic mode or device or provide access to the information, data, server with acknowledgement or verbal exchange.
- v. Maintain names of the persons along with PAN (or any other identifier where PAN is not available) with whom information is shared. The database shall be maintained with adequate internal controls and

checks such as time stamping and audit trails to ensure non-tampering of the database. This database shall be kept confidential.

#### **5. System Audit**

There should be periodic audit once in a year to ensure the integrity of the system and data maintained.

#### **6. Policy Review**

The Policy shall be reviewed periodically in accordance with review of internal control and check as well as changes or any regulatory requirements from time to time.

In the events of inconsistency of this Policy with any legal provisions, the provisions of the law shall override this Policy.

This policy was approved by the Board at its meeting held on October 14, 2024, and subsequently amended with the Board's approval on July 30, 2025.