



SUPREME PETROCHEM LTD

**SPL - Code of Internal Procedure and Conduct for Regulating,
Monitoring and Reporting by the Insiders**

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Introduction

"Insider trading" is a term that most investors have heard and usually associate with illegal conduct. When corporate insiders— i.e. officers, directors and employees, appointed counsels, auditors viz. connected person(s)/deemed connected person (s) trade stock in their own companies, while in possession of material, non-public, unpublished price sensitive information about the Company / or its shares or securities, they are indulging in "Insider Trading".

Insider Trading is a breach of the trust and confidence placed by the Company and Investors in the employees/associated persons and is illegal. It is unfair to investors outside a Company and undermines investor confidence in the fairness and integrity of the Securities markets.

About this Code of Conduct

One of the rules prescribed by SEBI for preventing Insider Trading is that the Board of Directors of every listed company should formulate and adopt a Code of Conduct to regulate, monitor and report trading by its Covered Persons.

The Code of Conduct for prevention of insider trading as contained herein is framed in compliance with Regulation 9(1) of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 operative from April-2019 and supersedes/replaces the existing "*Code of Conduct to Regulate, Monitor and Report Trading by Insiders of Supreme Petrochem Limited*".

This Code of Conduct pertains solely to Prevention of Insider Trading and does not purport to be a general Code of Conduct for employees in respect of other matters.

Objective

The broad objective of this Code of Conduct is:

- i) preserving the confidentiality and preventing misuse of any unpublished price sensitive information about the Company or any of its securities;
- ii) adherence to transparency and fairness in dealing with all stakeholders of the Company; and;
- iii) strict compliance with applicable regulations of the Securities and Exchange Board of India and the relevant provisions of the Companies Act, 2013.

1. Applicability

- a. This Code may be called the “ SPL - Code of Internal Procedure and Conduct for Regulating, Monitoring and Reporting by the Insiders
- b. This Code is framed pursuant to the provisions of Regulation 9(1) of the SEBI (Prohibition of Insider Trading) Regulations, 2015 and provisions of the Companies Act, 2013.
- c. The Code shall be applicable to all the **Covered Persons**.

2. Definitions

- a. “**Act**” means the ‘Securities and Exchange Board of India Act, 1992’ as amended from time to time.
- b. “**Board**” means the Board of Directors of Supreme Petrochem Limited.
- c. “**Code**” means the SPL -Code of Conduct for Prevention of Insider Trading.
- d. “**Company**” mean Supreme Petrochem Ltd (hereinafter referred to as SPL for sake of brevity)
- e. “**Compliance Officer**” means Company Secretary or such other Senior Officer designated by the Board, who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under SEBI regulations and who shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of unpublished price sensitive information, monitoring of trades and the implementation of the Insider Trading Code of the Company under the overall supervision of the Board of the Company.

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

- f) “**Connected Person**” and “**Deemed Connected Person**” shall mean:
 - (i) any person who is or has during the six months been associated with the Company, directly or indirectly, or in any capacity including by reason of frequent communication with officers of the Company or by being in any contractual, fiduciary or employment relationship or by being a Director, Officer or an employee of the Company or holds any position including a professional or business relationship with the Company (whether temporary or permanent), that allows such person, directly or indirectly, access to unpublished price sensitive information of the Company or in relation to securities of the Company;

- (ii) Any person(s) falling within the following categories shall be 'deemed to be connected persons', unless the contrary is established:
 - (a) an immediate relative of Connected Persons; or
 - (b) a holding company or associate company or Subsidiary Company; or
 - (c) an intermediary as specified in Section 12 of the SEBI Act viz. Stock Brokers, Sub-Broker, Share Transfer Agent, Bankers/Registrar to an issue, Trustee of Trust Deed, Merchant Banker, Underwriter, Portfolio Manager, Investment Adviser etc or an employee or director thereof; or
 - (d) an investment company, trustee company, asset management company or an employee or director thereof; or
 - (e) an official of a stock exchange or of clearing house or corporation; or
 - (f) a member of board of trustees of a mutual fund or a member of the board of directors of the asset management company of a mutual fund or is an employee thereof; or
 - (g) a member of the Board of directors or an employee, of a public financial institution as defined in section 2 (72) of the Companies Act, 2013; or
 - (h) an official or an employee of a self-regulatory organization recognised or authorized by the SEBI; or
 - (i) a banker of the Company; or
 - (j) a concern, firm, trust, Hindu Undivided Family, company or association of persons wherein a director of the Company or his immediate relative or banker of the Company, has more than ten per cent, of the holding or interest.

Explanation: Whenever there is an event triggering compliance to the provisions of the Code by the deemed connected persons, the responsibility of ensuring compliance with this Code is on such connected person to whom the deemed connected person is associated.

g. **'Covered Person'** includes

- i. 'Designated Persons' of the Company; and
- ii. 'Connected Persons' and 'Deemed Connected Persons' as defined in this Code.

h. **"Designated Persons"** means

- i. Promoters of the Company;
- ii. Directors of the Company;
- iii. CEO of the Company;
- iv. Employees upto two level below the Chief Executive officer of the Company;
- v. Key Managerial Personnel of the Company;
- vi. Executives working in Secretarial department and Accounts & Finance department of the Company;
- vii. Executives at Deputy General Manager (DGM) Level & above across the entire organization of the company;

- viii. Secretaries to all Executive Directors of the Company and Executive Committee members
- ix. Immediate relatives of the above person(s)

Note 1: Depending on the change in the scope of responsibility of an employee, the Compliance Officer with the approval of the Chairman of the Company may include or exclude any employee from the list of Designated Person.

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

Information published on the website of a Stock Exchange, would ordinarily be considered as generally available.

- j. **“Immediate Relative”** means the 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.

- k. **“Insider”** means Connected Person/Deemed Connected Person or persons who is in possession of or having access to Unpublished Price Sensitive Information of the company.

- l. **“Insider Trading”** means trade in Securities by any Insider;

- m. **“Key Managerial Personnel” (KMP)** shall be as defined under the provisions of the Companies Act, 2013 and the Rules made thereunder.

- n. **“Legitimate Purpose”** shall include sharing of unpublished price sensitive information 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 these Regulations

- o. **“Material financial Relationship”** means a relationship in which one person is a recipient of any kind of payment such as by way of a loan or gift during the immediately preceding 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.

- p. **“Promoter”** and **“Promoter Group”** shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof.

- q. **“Regulations”** means the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and any amendment made thereof.

- r. **SEBI**” means the Securities and Exchange Board of India.
- s. **“Securities”** shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 or any modification thereof except units of a mutual fund.
- t. **“Trading”** means and includes subscribing, buying , selling , trading or agreeing to subscribe , buy , sell , deal in any Securities of the Company and the terms “Trade” and “Traded” shall be construed accordingly.
- u. **“Trading Day”** means a day on which the recognized stock exchanges are open for trading.
- v. **“Trading Plan”** shall mean the Trading Plan as allowed under the SEBI (Prohibition of Insider Trading) Regulations, 2015.
- w. **“Trading Window”** shall mean the trading period of the Stock Exchanges which is available for trading in the Company’s securities.
- x. **“Unpublished Price Sensitive Information” (UPSI)** means any information, relating to the Company or its Securities, listed or proposed to be listed directly or indirectly, that is not generally available, which upon becoming generally available is likely to materially affect the price of the Securities and shall, ordinarily include, but not restricted to, information relating to the following: –
 - (i) Financial results;
 - (ii) Dividends;
 - (iii) Change in capital structure;
 - (iv) Mergers, de-mergers, acquisitions, de-listing , disposals and expansion of business and such other transactions; and
 - (v) Changes in key managerial personnel;

All other expressions unless defined herein shall have the same meaning as have been assigned to them under the Act or the SEBI (Prohibition of Insider Trading) Regulations, 2015 or the Companies Act, 2013, or any statutory modification or re-enactment thereto, as the case may be.

3.1. Trading Restrictions applicable to Covered Persons

- a. Covered Persons shall maintain the confidentiality of all Unpublished Price Sensitive Information and shall not pass on such information to any other person, including other covered persons, directly or indirectly, including but not limited to making recommendation for the purchase or sale of Securities of the Company, except where such communication is in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.

Provided further that any person in receipt of UPSI pursuant to legitimate purpose shall be considered as an Insider and due notice shall be given by the Covered Persons disclosing the UPSI to maintain confidentiality of such UPSI.

- b. Unpublished Price Sensitive Information (UPSI) shall be handled strictly on a 'need to know' basis, which means that it shall be disclosed only to those persons who need the information to discharge their professional duty or of legal obligations.
- c. In case a Covered Person or any other person notices any leak of UPSI/ suspects leak of UPSI, a complaint may be raised under the Whistle-blower Policy and same shall be investigated as per the Whistle Blower process.
- d. Covered Persons shall not trade in the Securities of the Company or counsel any person to trade in the Securities of the Company while in possession of UPSI. If covered persons had traded securities in possession of the UPSI, such trades will be presumed to have been motivated by the knowledge and awareness of such information in his possession.
- e. Restriction on communication of UPSI is not applicable in case of open offer under SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and any amendments thereto and in case of any other transaction where the Board of Directors of the Company is of the opinion of sharing such information is in the best interest of the Company. Such information should be made public at least two trading days before the proposed transaction.

3.2. Additional Trading restrictions applicable to Designated Persons

- a. Designated Persons who trade in any number of Securities of the Company shall not enter into an opposite transaction (i.e. sell or buy etc.) for any number of Securities for the six months period following the prior transaction. The Compliance Officer may, on application from the Designated Persons, grant relaxation with regard to the minimum holding period after recording reasons for the same in writing. In respect of the Compliance Officer, such relaxation shall require prior approval of the Chairman. However, no such sale or purchase will be permitted when the Trading Window is closed. Provided however, that the decision of the Compliance Officer/ Chairman (as the case may be) with regard to waiver of the holding period shall be at the sole discretion of the Compliance Officer/ Chairman (as the case may be) and such decision shall be final.

The above provision is not applicable for exercise of stock options and trades carried out in accordance with the approved trading plan, if any.

- b. In case of any violation of the above requirement, whether inadvertently or otherwise, profits from such trade shall be liable to be forfeited for remittance to Investor Protection and Education Fund administered by SEBI in addition to being liable for other penal consequences.
- c. No Designated Persons shall take positions in derivative transactions in the Company' Securities.

4. Process of bringing in Covered Persons on sensitive transactions

- a. In the event of a sensitive transaction, persons including Covered Persons could be involved as Insiders based on need to know basis for legitimate purpose and relevance of the said person to the said transaction. The relevant party should be told that, they must keep the relevant information in relation to the sensitive transaction strictly confidential and that they will not be able to deal in the Company's securities before such information is made public.
- b. Persons involved in a sensitive transaction shall be deemed to be Covered Persons from time they are aware of a sensitive transaction and shall remain to be a Covered Person until expiry of 48 hours of such sensitive transaction is made public or the time till the transaction loses its commercial relevance, whichever is earlier;
- c. The Chief Executive Officer or the Compliance Officer may approve the persons to be involved as Covered Persons in relation to a sensitive transaction.
- d. A notice, as specified in Annexure I will be given to such Covered Persons before being involved in a sensitive transaction to maintain confidentiality of such information/ transactions and make aware of duties and liabilities attached to the receipt of the such information or misuse of such information.

Except as permitted by the law, a Covered Person involved in the sensitive transaction cannot trade in the securities of the Company until he remains to be a Covered Person under this Code

5. Trading Plan

- 5.1 The Covered Person, perpetually in possession of UPSI, shall be entitled to formulate a Trading Plan which has to be approved by the Compliance Officer and be subject to public disclosure ("**Trading Plan**"), pursuant to which Trading may be carried out by him/her either in their own name or on behalf of their Immediate Relatives. After approval of such Trading Plan, the Compliance Officer shall notify the same to the concerned stock exchanges in which the Securities of the Company are listed.
- 5.2 Trading under the approved Trading Plan shall not be commenced earlier than 6 months from the public disclosure of Plan by the Compliance officer
- 5.3 The Trading Plan shall not entail Trading during the period close to the declaration of financial results. ***Thus there will be no trading during the Trading Window Closure period of the company viz. from the end of every quarter till 48 hours after the declaration of financial results of the Company inter alia other provisions.***
- 5.4. The Trading Plan shall envisage Trading for a period of at least 12 (twelve) months.
- 5.5 The Trading Plan should not entail overlap of any period for which another Trading Plan is already in operation.

- 5.6 The Trading Plan should set out the nature of Trading envisaged therein, (i.e., acquisition or disposal), the value and number of Securities of the Company to be Traded, and specific dates or time intervals on which Trading shall take place.
- 5.7 The Trading Plan shall not envisage Trading for market abuse or breach the SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003.
- 5.8 Once a Trading Plan is approved, it shall be irrevocable and the Designated Persons shall be bound to implement the same without any deviation, and shall not be permitted to execute any Trading beyond the scope of such Trading Plan.

However, if any Unpublished Price Sensitive Information is in possession of a Designated Person at the time of formulation of the Trading Plan and such information has not become accessible to the public on a non-discriminatory basis at the time of the implementation of such Trading Plan, then the implementation of the Trading Plan will be deferred by the Compliance Officer till the time such Unpublished Price Sensitive Information becomes accessible to the public on a non-discriminatory basis.

- 5.9 The compliance officer shall review the trading plan to assess whether the plan would have any potential for violation of these regulations and shall be entitled to seek such express undertakings as may be necessary to enable such assessment and to approve and monitor the implementation of the plan.

Provided that pre-clearance of trades shall not be required for a trade executed as per an approved trading plan.

Provided further that trading window norms and restrictions on contra trade shall not be applicable for trades carried out in accordance with an approved trading plan.

6. Trading Window

- a. Designated Person(s) may trade in the Securities of the Company only when the Trading Window is open and if they do not possess UPSI at the time of trading.

This, however, does not prevent employees from exercising their stock options during the time the Trading Window is closed, although, the shares obtained on exercise of options cannot be traded in any manner during the time the Trading Window is closed or when the employee is in possession of Unpublished Price Sensitive Information.

- b. ***The Trading Window shall be closed, from the end of every quarter till 48 hours after the declaration of financial results of the Company inter alia other provisions.***
- c. In addition to the circumstances specified in Clause (b) above, the Trading Window may also be closed when the Price Sensitive Information remains unpublished. The Compliance Officer may determine the time for Trading Window closure period along with re-opening of the Trading Window after analyzing various factors, including the fact that the Unpublished Price Sensitive

Information has become accessible to the public on a non-discriminatory basis and being capable of assimilation by the market and re-opening of the Trading Window shall not be in any event earlier than 48 (forty eight) hours after the Unpublished Price Sensitive Information has become accessible to the public on a non-discriminatory basis.

- d. The remaining days of a year other than the days mentioned under Clause (b) and (c) above shall be called “**Valid Trading Window**”.
- e. The gap between clearance of financial results by audit committee and board meeting should be as narrow as possible and preferably on the same day to avoid leakage of material information.

All the Designated Persons shall conduct all their Trading either in their own name or in the name of their Immediate Relatives **only during a Valid Trading Window** and shall not deal in any transaction involving the Trading when the Trading Window is closed.

7. PRE-CLEARANCE OF TRADING IN SECURITIES

7.1. Pre-Clearance of Trading in Securities

- a. Designated Persons who intends to conduct Trading either in his/her own name or in the name of his/her Immediate Relatives:
 - (i) beyond the minimum threshold limits mentioned in Clause (b) below; and
 - (ii) has not submitted a Trading Plan in accordance with Clause 5 of this Code, which has been approved by the Compliance Officer shall obtain pre-clearance of the transactions as per the pre-Trading procedure as described hereunder.
- b. Designated Persons who wish to trade in the Company’s Securities, when the trading window is open, ***where the value of the proposed trade(s), taken together with the value of trade(s) executed over a calendar quarter, is likely to exceed Rs. 10 lacs (Rupees ten lacs) in that calendar quarter*** shall intimate the intention to trade in the Company’s Securities in the format specified in **Annexure II** and shall pre-clear the trade from the Compliance Officer, prior to undertaking the transaction.
- c. The transaction so pre-cleared shall be completed within 7 trading days of its pre-clearance by the Compliance Officer and shall be reported to the Compliance Officer on completion in the format specified in **Annexure III**.
- d. Designated Person who do not complete the transaction within 7 days of pre-clearance shall seek fresh pre-clearance for the transaction.
- e. The preclearance of trade shall not be required if the trade has been executed as per the trading plan approved by the Compliance Officer.

- f. Application for pre-clearance shall be made only during Valid Trading Window period. Applications submitted during a period when the Trading Window is closed shall be invalid and will be deemed to have been automatically rejected.
- g. Designated Persons in possession of UPSI are not eligible to apply for pre-clearance of any proposed trade even if trading window is open.

7.2 Approval process of Pre-Clearance:

- a. Immediately on receipt of a pre-clearance application, the Compliance Officer shall process the said pre-clearance application and if pre-clearance application is in accordance and in compliance with provisions of this Code, the Compliance Officer shall endeavor to communicate the pre-clearance immediately but not later than 48 (forty eight) working hours from the time of receiving the application.
- b. The competent person or authority to accord pre-clearance shall be as follows:

| | |
|--|-------------------------------|
| (i) For Chairman | Chief Financial Officer (CFO) |
| (ii) For Directors on the Board, CFO and Compliance Officer: | Chairman |
| (iii) For other Covered Persons: | Compliance Officer |

- c. The Compliance Officer shall duly report to the Chairman the details of pre-clearance(s), if any, accorded during a month within ten (ten) days of the commencement of the following month and shall submit a Quarterly consolidated report related to transaction of covered persons, if any, to the Audit Committee of the company.

7.3. Completion of Pre-cleared Trading:

- a. All the Designated Persons who intend to trade in the Securities of the Company either in his/her own name or in the name of his/her Immediate Relatives shall ensure that they complete execution of every pre-cleared Trading as prescribed above **within 7 (seven) trading days** from the date of the approval. Such Designated Person shall file within **2 (two) trading days** of the execution of the transaction, the details of such transaction, with the Compliance Officer in the format prescribed in **Annexure III**, as annexed to this Code. In the event of executing the transaction or not executing the transaction, a report to that effect shall be filed with the Compliance Officer also in the format prescribed in **Annexure III**, as annexed to this Code.
- b. The Compliance Officer shall maintain a register for pre-clearance of Trading and record therein the name and designation of the person submitting the application, date of the application, date and time of receipt of the application, nature of the transaction, number of Securities to be Traded, consideration value, name of the Immediate Relative, if the transaction is in the name of the Immediate Relative and date and details of the actual transaction.

8. Reporting Requirements for transactions in Securities

8.1 Initial disclosure:

- a. Every promoter, member of the promoter group, key managerial personnel and director of the Company shall disclose his/her holding of Securities of the Company as on the date of the Regulations taking effect and in the format prescribed in **Annexure IV** annexed hereto, within 30 (thirty) days of the Regulations becoming effective.
- b. Every person on appointment as a key managerial personnel or a director of the Company or upon becoming a promoter or member of the promoter group shall disclose his/her holding of Securities of the Company, as on the date of appointment or becoming a promoter, to the Company within seven days of such appointment or becoming a promoter in the format prescribed in **Annexure V** annexed hereto.
- c. Covered persons shall disclose their shareholding in the Company in **Annexure V** within 15 days from the date of appointment or engagement.

8.2 Continual disclosure

- a. Every Designated Person, promoter or member of the promoter group or any other persons as mentioned under regulation 6(2) shall disclose to the Compliance Officer, the number of Securities of the Company acquired or disposed by him or her or by his/her Immediate Relatives, within 2 (two) Trading Days of such transaction, ***if the value of such Securities Traded, whether in one transaction or a series of transactions over a calendar quarter aggregates to a Traded value of more than Rupees ten lakhs***, as per the Proforma disclosure form provided in Annexure VI annexed hereto.
- b. The Compliance Officer shall notify the concerned stock exchanges in which the Securities of the Company are listed, about the particulars of the above Trading, within two Trading Days of the receipt of such disclosure or from becoming aware of such information.

8.3 Disclosures by other Connected persons

Compliance Officer may, in addition to the abovementioned disclosures, require any Connected Person or Deemed to be Connected Persons or other class of Connected Persons to make disclosures regarding holdings in Securities of the Company and Trading in format Annexure VI and at such frequency as may be determined by the Compliance Officer in consultation with the Board in order to monitor compliance with the Regulations.

- 8.4** Compliance Officer shall maintain records of all the declarations, initial disclosures, continual disclosures and disclosures by Designated Persons, received under Clause 5, 7 and 8 above for a minimum period of 5 (five) years.

8.5 The Compliance Officer shall maintain a register of all the Designated/Connected Persons and other person as mentioned under the regulation.

8.6 Where the Designated Person does not hold any Securities in the Company either in his/her name or in the names of his/her immediate relatives, he/she shall furnish the report stating the shareholding as NIL.

8.7 Where it is subsequently found that the Designated Person was holding Securities of the Company (either directly or in the name of his/her immediate relatives) and the same was not duly reported, the Designated Person shall be treated as violating the Code of Conduct and the Company may forthwith proceed to take penal action prescribed in Clause 9 of this Code.

8.8 Other Disclosures

Designated Persons shall disclose Names and Permanent Account Number, or any other identifier authorized by law of the following persons to the Company on an annual basis within 30 days from the end of the financial year. In case of any changes in such information, the Designated Person shall inform the Company of such change promptly:

- i. Immediate Relatives
- ii. Persons with whom such Designated Person(s) shares a 'Material Financial Relationship'
- iii. Phone numbers including mobile numbers which are used by the above persons

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 to the Company.

9. Penalty for Contravention of the Code

- a. All Covered Persons shall be individually responsible for complying with the provisions of this Code (including to the extent the provisions hereof are applicable to his/her Immediate Relatives).
- b. Any Covered Person who violates this Code may be penalized and appropriate action may be taken against him/her, which inter-alia may extend to wage freeze, cancellation of contract, recovery of profits made in the trade, suspension, elimination from Employee Stock Options Plan and / or removal from services of the company.
- c. Any instance of violation of the SEBI (Prohibition of Insider Trading) Regulations, 2015 shall be reported to the Chairman by the Compliance Officer and if deemed fit by the Chairman, such instances of violation shall be reported to the Board of Directors for information and / or decision on penal action to be taken. The Board of Directors may refer serious instances of violation to SEBI as required under the Regulations.
- d. The action taken by the Company in such cases shall not preclude Securities Exchange Board of India from taking any action under the SEBI (Prohibition of Insider Trading) Regulations, 2015 or the Act. Person violating the code shall also

be liable for consequences as per the provisions of the Companies Act, 2013 and the Regulations.

- e. Inquiry into an instance of leak or suspected instance leak of Unpublished Price Sensitive Information shall be initiated, in accordance with the Investigation process provided under the Whistleblower Policy of the Company, by the Compliance Officer. The details of the leaks, inquiries and the results of the enquiries shall be informed to the Board of Directors and Securities Exchange Board of India promptly as required under the law.

10. Compliance Officer

- a. The Company Secretary of the Company is the Compliance Officer responsible for setting forth procedures and monitoring adherence to the rules for the preservation of unpublished price sensitive information, approving Trading Plans, pre-clearing trades of Designated Persons, monitoring trades and the overall implementation of this Code.
- b. The Compliance Officer shall provide annual report related to the Tradings done by the Covered Persons of company, if any, during the financial year to the Chairman of the Audit Committee at least once in a year.
- c. The Compliance Officer shall on an annual basis confirm to the Audit Committee that the Internal Controls in relation to the mechanism for prevention of Insider Trading as required under the law are adequate and operating effectively.
- d. The Compliance Officer may be contacted at the following address for any clarifications and approvals in respect of this Code:

D. N. MISHRA
COMPANY SECRETARY
LEGAL & SECRETARIAL DEPARTMENT
SUPREME PETROCHEM LTD
SOLITAIRE CORPORATE PARK
BUILDING NO. 11, 5TH FLOOR
167, GURU HARGOVINDJI MARG
ANDHERI-GHATKOPAR LINK ROAD
CHAKALA, ANDHERI EAST
MUMBAI – 400 093
Tel : 67091900
E-mail : corporate@spl.co.in

11. CLARIFICATIONS:

For all queries concerning this Code, all designated persons of the Company may please contact the Compliance Officer.

12. GENERAL:

Designated Persons are advised to read this Code and the Regulations carefully and acquaint

themselves with the provisions contained therein.

CONFIDENTIALITY NOTICE TO COVERED PERSONS

This Confidentiality and Non-disclosure notice (this “**Notice**”) is given to you (The “**Receiving Party**”) by Supreme Petrochem Limited (the “**Company or Disclosing Party**”), a Company incorporated under the Companies Act, 2013 having its registered office at Solitaire Corporate Park, Building No.11, 5th Floor, 167, Guru Hargovindji Marg, Chakala, Andheri East, Mumbai – 400 093 and shall come into effect immediately upon receipt of this Notice (the “**Effective Date**”) by the Recipient.

A. DEFINITION OF UNPUBLISHED PRICE SENSITIVE INFORMATION

Unpublished Price Sensitive Information shall mean all information disclosed by Disclosing Party to Receiving Party that is marked or otherwise communicated to be Unpublished Price Sensitive Information to the Receiving Party, or (ii) by its nature and circumstances of disclosure should be reasonably understood by Receiving Party to be an Unpublished Price Sensitive Information.

Explanation I: Unpublished Price Sensitive Information expressly includes, but is not limited to, (a) precise information in relation to the Company or its Securities, directly or indirectly, that is not generally available in public domain which upon becoming generally available, is likely to materially affect the price of securities ; (b) information relating to financial results, dividends, changes in capital structure, mergers, de-mergers, acquisitions, de-listing, disposals and expansions of business and such other transactions; (c) changes in the Key Managerial Personnel;

- B.** This Notice is given to the Receiving Party as he/she is or is intended to be, a recipient of Unpublished Price Sensitive Information and/or the Company reasonably believes that the Recipient has knowledge of any Unpublished Price Sensitive Information.
- C.** The Company and the Receiving Party are being collectively referred to as the “**Parties**”.
- D.** Expressions denoting context to one gender shall include other genders and expression denoting singular shall include reference to plural unless the context requires otherwise.

Notice is hereby given that:

- 1. PURPOSE.** You understand that the Unpublished Price Sensitive Information may be shared with you and/or you may gain access to any Unpublished Price Sensitive Information, as the Parties intend to engage in confidential discussions with respect to certain transactions contemplated (the “**Purpose**”) in the course of business of the Company. In the course of discussions, the Company or its affiliates, employees, officers, directors, or agents (“**Representatives**”) may disclose (“**Disclosing Party**”) Unpublished Price Sensitive Information.

2. PROTECTION AND USE

- (a) You acknowledge that the Unpublished Price Sensitive Information to be shared with you (*including the Unpublished Price Sensitive Information coming to your knowledge during discussions on Purpose*) is perceived by the Company to be disclosed to you strictly on a need to know basis and for legitimate purposes as defined in the Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information of the company as available on its website.
- (b) You shall protect Unpublished Price Sensitive Information with the same care used for your own Unpublished Price Sensitive Information (and in no event less than a reasonable degree of care) and shall not use any Unpublished Price Sensitive Information except in connection with discussions and assessments related to the Purpose.
- (c) You shall not share, transfer, disclose or otherwise provide access to any Unpublished Price Sensitive Information to any third party, unless Company has authorized you to do so in writing prior to such disclosure.
- (d) You shall ensure that the Unpublished Price Sensitive Information shall be handled by you on a need to know basis and no Unpublished Price Sensitive Information shall be communicated to any person except in furtherance of legitimate purposes, performance of duties and legal obligations. Further, while sharing the Unpublished Price Sensitive Information in connection with the Purpose with other person you shall ensure that such person is aware of the duties and responsibilities as an Insider and the liability that attaches to misuse of such Unpublished Price Sensitive Information under the SPL- Code of Conduct for Prevention of Insider Trading and the SEBI (Prohibition of Insider Trading) Regulations, 2015.
- (e) In the event of a requirement to disclose Unpublished Price Sensitive Information, pursuant to point (d) above, in connection with the Purpose, to persons other than the Employees of the Company and its subsidiaries, if any, you shall ensure to provide a notice of confidentiality to such persons and shall ensure that they are covered by the Minimum Standards for Code of Conduct for Intermediaries and Fiduciaries prescribed under the SEBI (Prohibition of Insider Trading) Regulations, 2015.
- (f) In the event of a requirement to disclose Unpublished Price Sensitive Information, pursuant to point (d) above, in connection with the Purpose, to the Employees of the Company and its subsidiaries, if any, you shall ensure to provide a notice of confidentiality to such Employees and shall disclose to the Compliance officer of the Company forthwith, the name of the Employees with whom the Unpublished Price Sensitive Information has been disclosed and details of the Unpublished Price Sensitive Information disclosed.
- (g) You shall be fully responsible and liable for the actions of your Representatives with respect to any Unpublished Price Sensitive Information.

- (h) Please note that you are deemed to be Covered Person under the SPL- Code of Conduct for Prevention of Insider Trading from time you are aware of the Unpublished Price Sensitive Information and shall remain to be a Covered Person until expiry of 48 hours of such Unpublished Price Sensitive Information is made public or the time till the transaction loses its commercial relevance, whichever is earlier.
 - (i) You and your relatives shall not, directly or indirectly, trade or counsel to any other person to trade in the Company Securities until you are a Covered Person.
3. **EXCLUSIONS:** The Receiving Party's obligations are excused to the extent that the Unpublished Price Sensitive Information: (a) is or becomes generally publicly known through no fault or breach by Receiving Party; (b) is required to be disclosed by law, subject to item 4 (Compelled Disclosure) stated herein below.
 4. **COMPELLED DISCLOSURE.** If Receiving Party is required by law to disclose any Unpublished Price Sensitive Information, Receiving Party shall (unless prohibited by law) provide Disclosing Party with written notice thereof so that Disclosing Party may seek a protective order or other appropriate remedy. Disclosing Party shall have the right to defend such action in lieu of and on behalf of Receiving Party. Receiving Party shall furnish only that portion of the Unpublished Price Sensitive Information that is necessary in order to comply with such legal obligation.
 5. **COMPLIANCE WITH LAWS.** You agree to comply with all applicable laws with respect to any Unpublished Price Sensitive Information, including without limitation to SEBI (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time.
 6. **OWNERSHIP.** You understand that all Unpublished Price Sensitive Information is the exclusive property of Disclosing Party. Nothing herein shall be deemed or construed to grant to Receiving Party any rights, licenses, or permissions with respect to any Unpublished Price Sensitive Information.
 7. **RETURN OR DESTRUCTION OF UNPUBLISHED PRICE SENSITIVE INFORMATION.** You agree that upon the Company's request, you shall return or securely destroy all copies of any Unpublished Price Sensitive Information, disclosed for the Purpose. You shall not retain any Unpublished Price Sensitive Information except (i) as required by applicable law, or as archived solely according to the Receiving Party's data recovery and security policies; in each case, provided that the confidentiality obligations of this Notice will continue to apply to such Unpublished Price Sensitive Information in perpetuity.
 8. **NOTICES.** All notices, including leak of Unpublished Price Sensitive Information or suspected leak of Unpublished Price Sensitive Information shall be given through secure e-mail to the following person forthwith through upon your knowledge of leak or suspected leak of Unpublished Price Sensitive Information with all relevant facts which has come to your knowledge:

E. D. N. Mishra
Whistle Officer
SUPREME PETROCHEM LTD
SOLITAIRE CORPORATE PARK
BUILDING NO. 11, 5TH FLOOR
167, GURU HARGOVINDJI MARG
ANDHERI-GHATKOPAR LINK ROAD
CHAKALA, ANDHERI EAST
MUMBAI – 400 093
Tel : 67091900
E-mail : corporate@spl.co.in

APPLICATION FOR PRE-CLEARANCE OF TRADING IN SECURITIES OF THE COMPANY

To
The Compliance Officer
Supreme Petrochem Ltd
Solitaire Corporate Park,
Building No.11, 5th Floor,
167, Guru Hargovindji Marg,
Chakala,
Andheri East,
Mumbai – 400 093

Dear Sir,

Pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended, and the Company's **Code of Conduct for prevention of Insider Trading ("Code")**, I seek approval for purchase/ sale/subscription of the Securities of the Company (give description) as per the details given below:

Name, Designation & Emp. No.:

Department:

Date of becoming the Designated/Connected Person:

| S.No. | No. of Securities held (including the Securities held by Immediate Relative as on the date of application) | Folio No. / DP ID & Client ID | Nature of new transaction for which approval is sought | Estimated number of Securities to be dealt |
|--------------|---|--|---|---|
| 1 | 2 | 3 | 4 | 5 |
| | | | | |
| | | | | |
| | | | | |

| Estimated consideration value | Whether proposed transaction under self name or by Immediate Relative | Name of Immediate Relative, if transaction is made by Immediate Relative | Mode of acquisition/sale | Previous approval no. and date of purchase/ allotment |
|--------------------------------------|--|---|---------------------------------|--|
| 6 | 7 | 8 | 9 | 10 |
| | | | | |
| | | | | |
| | | | | |

UNDERTAKING

In this connection I solemnly confirm and declare that:

- a) I do not have access and/or have not received any “Unpublished Price Sensitive Information” up to the time of signing the undertaking;
- b) in case I have access to or receive Unpublished Price Sensitive Information after the signing of the undertaking but before the execution of the transaction, I shall inform the Compliance Officer of any change in my position and that I shall refrain from Trading till the time such information becomes accessible to public on a non-discriminatory basis;
- c) I have not contravened the provisions contained in this Code and in the Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information as notified by the company from time to time.
- d) I shall hold the Securities of the Company for a minimum holding period as per the provisions of Clause 3.2 of this Code and shall maintain the documents related to my all trading in the securities of the company for a minimum period of 5 years and will produce the same whenever demanded.
- e) I undertake to submit the necessary report within 2 (two) Trading days of execution of the transaction/ a “NIL” report, after the expiry of 7 trading days from the date of the pre-clearance approval, if the transaction is not undertaken.
- f) I am aware that, I shall be liable to face penal consequences as set forth in this Code including disciplinary action and disgorgement under this Code, in case the above declarations are found to be misleading or incorrect at any time.
- g) I hereby undertake not to transact in Securities of the Company in the sanctioned period in case Trading Window is declared closed subsequently during such sanctioned period.
- h) I hereby made a full and true disclosure in the matter.

Pre-clearance may kindly be accorded in terms of provisions of this Code.

Capitalized terms used herein, unless defined herein, shall have the same meaning assigned to them in this Code.

Date
Place....

Signature
Name & Designation....

FOR OFFICE USE

Serial number of the application received:.....

Date & time of receipt of the application:.....

Date & time of communication of the pre-clearance or otherwise:

Reasons for not giving pre-clearance:.....

Signature of the Compliance Officer/ Authorised Officer.....

**SUPREME PETROCHEM LTD
MUMBAI**

FORMAT FOR DISCLOSURE OF PRE-APPROVED TRANSACTIONS

(To be submitted within 2 (two) Trading days of transaction in the Securities of the Company/ Trading)

Date: _____

To
The Compliance Officer
Supreme Petrochem Ltd
Solitaire Corporate Park,
Building No.11, 5th Floor,
167, Guru Hargovindji Marg,
Chakala,
Andheri East,
Mumbai – 400 093

Dear Sir,

Ref: Your Approval letter No. _____ dated _____

DETAILS OF PRE-APPROVED TRANSACTION

| | | |
|--|---|--|
| Pre-Clearance Approved Quantity | : | |
| Security Type | : | |
| Traded Quantity | : | |
| Pending Quantity | : | |

I hereby inform you that I

- **have not bought/sold/subscribed any Securities of the Company (In case trade is not undertaken after securing pre-clearance, reason for such decision:____or**
- **have bought/sold/subscribed to the____Securities of the Company (give description) as mentioned below on_____(insert date).**

| Name, Address, PAN & Mobile Number | Relation with insider | Demat Account Number | Date of acquisition / disposal | Date of Intimation to Company | Mode of acquisition / disposal | Transaction Type | Exchange on which trade was executed | Securities acquired/ disposed | Value of securities acquired / disposed | Securities held prior to acquisition / disposal | % Shareholdings – Pre Transaction |
|------------------------------------|-----------------------|----------------------|--------------------------------|-------------------------------|--------------------------------|------------------|--------------------------------------|-------------------------------|---|---|-----------------------------------|
| | | | | | | | | | | | |

I declare that the above information is correct and that no provisions of the Company’s **Code of Conduct for prevention of Insider Trading (“Code”)** and/or applicable laws/ regulations have been contravened for effecting the above said transaction(s).

I agree to hold the above Securities of the Company for minimum holding period as specified under Clause 3.2 of this Code. In case there is any urgent need to sell these Securities of the Company within the said minimum period of holding, I shall approach the Company (Compliance Officer) for necessary approval (applicable in case of purchase / subscription).

Yours truly,

Signature:_____ Name:_____ Emp No.:____ Dept/Div. _____

- Strike out whichever is not applicable.

Note: Capitalized terms used in this Form-V, unless defined herein, shall have the same meaning assigned to them in this Code.

**SUPREME PETROCHEM LTD
MUMBAI
FORM A**

**SEBI (Prohibition of Insider Trading) Regulations, 2015
[Regulation 7 (1) (a) read with Regulation 6 (2) – Initial disclosure to the company]**

Name of the company: _____

ISIN of the company: _____

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

| Name, PAN, CIN/DIN & address with contact nos. | Category of Person (Promoters/ KMP / Directors/ immediate relative to/others etc) | Securities held as on the date of regulation coming into force | | % of Shareholding | Open Interest of the Future contracts, if any, held as on the date of regulation coming into force | | | Open Interest of the Option Contracts, if any, held as on the date of regulation coming into force | | |
|--|---|--|-----|-------------------|--|--|------------------------------------|--|---|------------------------------|
| | | Type of security (For eg. – Shares, Warrants, Convertible Debentures | No. | | Contract Specifications | Number of units (contracts) *lot size) | Notional value in Rupee term etc.) | Contract Specifications | Number of units (contracts) * lot size) | Notional value in Rupee term |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | | | | | | | | | |

Note:

1. "Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.
2. Other such persons includes immediate relatives and any other person for whom reporting person takes trading decision.
3. "Immediate Relatives" means the 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.
4. In case of Options, notional value shall be calculated based on premium plus strike price of options

Name & Signature:
Designation:

Date:
Place:

**SUPREME PETROCHEM LTD
MUMBAI
FORM B**

SEBI (Prohibition of Insider Trading) Regulations, 2015 [Regulation 7 (1) (b) read with Regulation 6(2)]

Name of the company: _____

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 Promoter group of a listed company and other such persons as mentioned in Regulation 6(2).

| Name, PAN, CIN/DIN & address with contact nos. | Category of Person (Promoters/ KMP/ Directors/ immediate relative to/others etc) | Date of appointment of Director /KMP OR Date of becoming Promoter | Securities held at the time of becoming Promoter/appointment of Director/KMP | | % of Share-holding | Open Interest of the Future contracts, if any, held at the time of becoming Promoter/appointment of Director/KMP | | | Open Interest of the Option Contracts, if any, held at the time of becoming Promoter/appointment of Director/KMP | | |
|--|--|---|--|-----|--------------------|--|--|------------------------------|--|--|------------------------------|
| | | | Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.) | No. | | Contract Specifications | Number of units (contracts * lot size) | Notional value in Rupee term | Contract Specifications | Number of units (contracts * lot size) | Notional value in Rupee term |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| | | | | | | | | | | | |

Note:

1. "Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.
2. Other such persons includes immediate relatives and any other person for whom reporting person takes trading decision.
3. "Immediate Relatives" means the 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.
4. In case of Options, notional value shall be calculated based on premium plus strike price of options

Name & Signature:

Designation:

Date:

Place:

FORM C

SEBI (Prohibition of Insider Trading) Regulations, 2015 [Regulation 7 (2) read with Regulation 6(2) – Continual disclosure]

Name of the company: _____

ISIN of the company: _____

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

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

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

Details of trading in derivatives of the company, if any, by Promoter, member of Promoter Group, Designated Person or Director of a listed company and other such persons as mentioned in Regulation 6(2).

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

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

Name & Signature:

Designation:

Date:

Place: