Camlin KOKUYO

KOKUYO CAMLIN LIMITED
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E-mail : info@kokuyocamlin.com
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CIN - L24223MH1946PLC005434

28th March, 2019

The Secretary,
BSE Limited
Corporate Relationship Department
1st Floor, New Trading Ring
Rotunda Building, P. J. Towers,
Dalal Street, Fort, Mumbai-400 001
Scrip Code: 523207

The Manager,
Listing Department
National Stock Exchange of India Limited
Exchange Plaza, Bandra-Kurla Complex
Bandra (East)
Mumbai – 400 051
Scrip Code: KOKUYOCMLN

Dear Sir/Madam,

Re: SEBI (Prohibition of Insider Trading) (Amendment) Regulations, 2018 – Code of Fair Disclosure & Conduct

We wish to inform you that pursuant to the SEBI (Prohibition of Insider Trading) (Amendment) Regulations, 2018, the Board of Directors have approved and adopted the following codes to be effective from 1st April, 2019:

1. Amended "Code of Practice and Procedures for Fair Disclosure of Unpublished Price Sensitive Information" and Legitimate Purpose Policy being a part of the said Code pursuant to Regulation 8 of SEBI (Prohibition of Insider Trading) Regulations, 2015. As required, the said Code has also been put up on the Company's website at www.kokuyocamlin.com (copy enclosed).

2. Amended "Code of Conduct to Regulate, Monitor and Report Trading by Insiders", pursuant to Regulation 9 of SEBI (Prohibition of Insider Trading) Regulations, 2015.

3. Policy for Leak or Suspected Leak of Unpublished Price Sensitive Information.

This is for your information and record.

Thank you,

For KOKUYO CAMLIN LIMITED

RAVINDRA DAMLE
VICE PRESIDENT (CORPORATE)
& COMPANY SECRETARY

Encl : a/a

KOKUYO CAMLIN LIMITED

CODE FOR FAIR DISCLOSURE

OF

UNPUBLISHED PRICE

SENSITIVE INFORMATION

CODE OF PRACTICES AND PROCEDURES FOR FAIR DISCLOSURE OF UNPUBLISHED PRICE SENSITIVE INFORMATION

1. INTRODUCTION:

Pursuant to SEBI (Prohibition of Insider Trading) Regulations, 2015, ***(hereinafter referred to as "Insider Trading Regulations")*** the Board of Directors of the Company in its meeting held on 14th May, 2015 approved the "Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information", which will come into force with effect from May 15, 2015. The amendments to the Code have been approved by the Board of Directors of the Company on March 25th, 2019 to be in line with the amendments made by SEBI on December 31, 2018. The objective of the Code is to formulate a standard and stated framework and policy for fair disclosure of events and occurrences that could impact price discovery in the market for its securities. The Code is based on the principles of equality of access to information and the publication of policies such as those on dividend, inorganic growth pursuits, calls and meetings with analysts and the publication of transcripts of such calls and meetings.

This Code shall be called as the "Kokuyo Camlin Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information". In substitution of the code and in order to find tune it in line with the amendments as is prescribed by SEBI in the Insider Trading Regulations, the Code of Conduct is reviewed from time to time.

2. THE PRINCIPLES AND OBLIGATION*:*

The Company endeavors to preserve the confidentiality of un-published price sensitive information and to prevent misuse of such information. The Company is committed to transparency and fairness in dealing with all stakeholders and in ensuring adherence to all laws and regulations.

Every promoter, director and employee who deals with unpublished price sensitive information has a duty to safeguard the confidentiality of all such information obtained in the course of his or her work at the Company. There shall be no selective disclosure of information and the company and every employee of the Company shall endeavor to ensure equal accessibility of information to all the stakeholders associated with the company.

3. APPLICABILITY:

This Code shall be applicable to Promoters/Directors/ employees / other connected persons of the Company.

4. POLICY:

i The Company shall make prompt public disclosure of unpublished price sensitive information that would impact price discovery as soon as credible and concrete information comes into being and will make the same information generally available.

ii The Company shall ensure that unpublished price sensitive information is disseminated uniformly and universally and shall avoid selective disclosure.

iii The Company has designated Mr. Ravindra V. Damle (Company Secretary / Compliance Officer) as a Chief Investor Relations Officer to deal with dissemination of information and disclosure of unpublished price sensitive information. He shall be responsible for ensuring that the company complies with continuous disclosure requirements, overseeing and coordinating disclosure of price sensitive information to stock exchanges, analysts, shareholders and media and educating staff on disclosure policies and procedure.

The information disclosure / dissemination shall normally be approved by the Chief Investor Relations Officer or by such other officer as approved by the Board.

iv. If any price sensitive information is disclosed selectively, inadvertently or otherwise without prior approval, the Chief Investor Relations Officer on having knowledge of such partial dissemination shall upload the information on the website of the Company and if required intimate the Stock Exchanges to ensure that the unpublished price sensitive information is generally available.

v. The Company shall lay down procedures for responding to any queries on news reports and requests for verification of market rumours by regulatory authorities. The response to these queries shall be appropriate and fair.

The company is not under an obligation to respond to market rumors or speculations. However if the media reports carry such information which is largely accurate, the information underlying the speculation or rumor or press report is based on insider information, which has been leaked. The company would therefore be under obligation to respond to the same and make the insider information generally available.

If the market information or press report is false or inaccurate, the company is not under an obligation to make any announcement / negative disclosures. However if the stock exchange were to make a query to clarify the position, the company must make a formal announcement to the stock exchange and shall not selectively disclose any information / make a negative disclosure.

vi. The company shall provide only information that is generally available with the analysts/ research persons / large investors.

The company shall ensure that no inside information is given when answering an analyst's questions or reviewing an analyst's draft report. It is inappropriate for a question to be answered, or draft report corrected, if doing so involves providing inside information. When

analysts visit the company, care shall be taken to ensure they do not obtain inside information. No analyst, investor or journalist should receive any selective release of inside information.

vii. The Company shall strive to develop best practices to make transcripts or records of proceedings of meetings with analysts and other investor relations conferences on the official website to ensure official confirmation and documentation of disclosures made. In order to avoid misquoting or misrepresentation, at least two Company representatives shall be present at meetings with analysts / research personnel /large investors and discussion shall preferably be recorded. The Company shall notice of unanticipated questions and give a considered response later. If the answer includes unpublished price sensitive information, the same shall be released to the public as the transcripts shall be uploaded on the website of the Company.

viii. The Company shall disclose / disseminate information through various media so as to achieve maximum reach and quick dissemination. The Company shall facilitate disclosure through the use of its dedicated Internet website. The Company websites shall provide a means of giving investors a direct access to analyst briefing material, significant background information and questions and answers. The information filed by the Company with the stock exchanges under continuous disclosure requirement shall also be made available on the Company website.

ix. All unpublished price sensitive information shall be handled only on a "Need-to-Know" basis.

x. Legitimate Purpose Policy annexed hereto as Annexure I will form part of this Kokuyo Camlin Limited Code For Fair Disclosure Of Unpublished Price Sensitive Information.

KOKUYO CAMLIN LIMITED
LEGITIMATE PURPOSE POLICY

1. DEFINITIONS:

In this Code unless the context otherwise requires:

(a) **"Act"** means the Securities and Exchange Board of India Act, 1992 (15 of 1992).

(b) **"Board"** means the Board of Directors of Kokuyo Camlin Limited.

(c) **"Companies Act"** means the Companies Act, 2013.

(d) **"Compliance Officer"** means the officer appointed by the Board for the purpose of compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for preservation of unpublished price sensitive information, monitoring of trades under the provisions of SEBI (Prohibition of Insider Trading) Regulation, 2015 as amended from time to time, under the overall supervision of the Board.

(e) **"generally available information"** means information that is accessible to the public on a non-discriminatory basis;

(f) **"Insider"** means any person who is

i) a connected person; or
ii) in possession of or having access to unpublished price sensitive information;

(g) **"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 the PIT Regulations.

(h) **"securities"** shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or any modification thereof except units of a mutual fund;

(i) **"unpublished price sensitive information"** means any information, relating to the Company or its securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the securities and shall, ordinarily including but not restricted to, information relating to the following: –

(i) financial results;
(ii) dividends;

(iii) change in capital structure;
(iv) mergers, de-mergers, acquisitions, delisting, disposals and expansion of business and such other transactions;
(v) changes in key managerial personnel; and

The words and/or phrases which are not defined in this code but are defined under the SEBI Act, 1992 or SEBI (Prohibition of Insider Trading) Regulations, 2015 or Companies Act, 2013 as amended from time to time, shall have the same meaning as defined under the said Act and/or Regulations.

2. PRESERVATION OF CONFIDENTIALITY OF PRICE SENSITIVE INFORMATION

NEED TO KNOW BASIS

Unpublished price sensitive information is to be handled on a "need to know" basis, Unpublished price sensitive information should be disclosed only to those within the Company who need the information to discharge their duty and whose possession of such information will not rise to a conflict of interest or appearance of misuse of the information.

SHARING OF INFORMATION FOR LEGITIMATE PURPOSE

Unpublished price sensitive information can however be shared by insiders with partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, insolvency professionals or other advisors or consultants where such communication is in furtherance of legitimate purposes, performance of duties or discharge of legal obligations. The following shall be considered as legitimate purpose generally:

- where it is **necessary for the performance of the contract**;
- where it is necessary for **compliance with a legal obligation** to which we are subject; and/or
- where it is necessary for the purposes of the **legitimate interests** pursued by us or a third party.

Maintenance of a Structured Data Base

A structured digital database shall be maintained containing the names of such persons or entities as the case may be with whom information is shared under the Insider Trading Regulations along with the Permanent Account Number or any other identifier authorized by law where Permanent Account Number is not available. Such databases shall be maintained with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the database.

Consideration of the person as an Insider

Any person in receipt of unpublished price sensitive information pursuant to a "legitimate purpose" shall be considered an "insider" for purposes of this Policy and the Insider Trading Regulations. Further due notice shall be given to such persons to maintain confidentiality of such unpublished price sensitive information that is being shared with them. Further such persons shall also be informed that they shall not communicate the unpublished price sensitive information with any other person or trade in the securities of the company while being in possession of the unpublished price sensitive information.

Execution of Non-Disclosure Agreements

The parties with whom information is being shared for legitimate purpose shall execute agreements to maintain confidentiality and there shall be a non-disclosure obligations on the part of such parties and such parties shall keep information so received confidential, except in the furtherance of furtherance of legitimate purposes, performance of duties or discharge of legal obligations and shall not otherwise trade in securities of the company when in possession of unpublished price sensitive information. The format is given as an Annexure.

(On Letterhead)

Agreement for Confidentiality and Non-dealing in Securities

Date:

To
Name of the Designated Person
Address

Dear Sir,

We have agreed to appoint you as our Employee / a stock broker / a banker to the issue / a trustee of trust deed / a Trustee Company / a registrar to an issue / an underwriter / a portfolio manager / an investment advisor /a depository / a depository participant / a custodian of securities / foreign Institution investor / credit rating agency / advisor / consultant / auditor / merchant banker / share transfer agent or an intermediary or business associate, in respect of our business and in this connection we may provide to you from time to time various information (Price Sensitive Information) related to Company and / or its group and associate company/ies (hereinafter collectively referred to as "company") which is not available to general people or is proprietary in nature (such oral or written information and all copies of, extract from, analysis and other material based on, containing or otherwise reflecting such information shall herein be referred to as the "Information"). As a condition to you being furnished with any information and as consideration for such, you (the "Recipient") agree as follows:

1.

a) Non-disclosure: Recipient recognizes and acknowledges the competitive value of the information and damages that could result from the disclosure thereof to third parties. Accordingly, Recipient agrees to keep the Information strictly confidential and Recipient will not, without the prior written consent of company, disclose the information to any third party in any manner whatsoever, in whole or in part, except that Recipient may disclose the Information to those of Recipient's director, officer, employees, agent or other representative (collectively, "Representative") who (i) need to know the Information for the purpose for which the Recipient has been appointed (ii) have been informed of the confidential nature of the Information and (iii) have agreed in writing to keep the Information confidential and be bound by the terms of this Agreement as if they were parties hereto. Recipient agrees to be responsible for and to indemnify company and its representative against any breach by any of Recipient's Representative of the matters referred to herein. However the Recipient may supply any such information to any Government authority, if demanded by them.

b) Restrictions on Use: The Information will not, without the prior written consent of company be used by Recipient or its Representative, directly or indirectly, for any purpose other than the purpose for which the Recipient has been appointed and such use shall absolutely cease at the request of company. In addition, Recipient hereby acknowledges that Recipient is aware (and, if applicable, that Recipient's Representative have been advised) that

Securities and Exchange Board of India (Prohibition of Insider Trading) Regulation, 2015 prohibits any person, who has material non-public information about a company, from purchasing or selling securities of such company or from communicating such information to a third party under circumstances in which it is reasonably foreseeable that such third party is likely to purchase or sell such securities.

c) Return of Information: Upon the request of company, Recipient shall, and shall cause it's Representative to, promptly return all Information to company, without retaining any copies, summaries or extract thereof. In the event of such request, all documents analysis, compilation, studies or other material prepared by Recipient or its Representative that contain or reflect Information shall be retained (such destruction to be confirmed in writing by a duly authorized officer of Recipient). Notwithstanding the return or destruction of the Information, Recipient and its Representative shall continue to be bound by their obligations of confidentiality and other obligations hereunder. With respect of those portion of the Information that consist of analysis, compilation, studies or other material prepared by Recipient or its representative, company may, in its sole discretion, permit the retention, Recipient and its Representative shall continue to be bound by their obligations of Confidentiality and other obligations hereunder.

For purpose of this Agreement, the term “Information” shall not include such portion of Information that:

i. Are or become generally available to the public other than as a result of disclosure by Recipient or its Representatives;

ii. Become available to Recipient on a non-confidential basis from a source not subject to a confidentiality obligation to company, whether by contractual, legal or fiduciary obligation or otherwise; or

iii. Were, as evidenced by written records or other documentation satisfactory to company, in Recipient's Possession on a non-confidential basis to company disclosure to Recipient.

2. Without prior written consent, Recipient shall not and Recipient shall cause each of its representative not to, directly or indirectly, alone or in concert with other deal in securities or encourage any third party to deal in securities. The term “securities” shall mean and include the equity shares of company and such other securities issued by company and listed on any recognised Stock Exchange. The term “deal” used herein shall mean to subscribe, buy, sell or agreeing to subscribe, buy, sell or deal, directly or indirectly, in securities of company by any person either as principal or agent.

3. In the event that Recipient or its Representative are requested or become legally compelled (by oral questions, interrogatories, requested for information or documents, subpoena, investigative demand or similar process) to disclose any of the information Recipient and its Representative will promptly provide with written notice so that company may seek a

protective order or other appropriate remedy and/or waive compliance with the provisions of the Agreement. If, in the absence of a protective order or other remedy or waiver, Recipient or its Representative is, in opinion of company's counsel, legally compelled to disclose such Information to any tribunal or else, in the opinion of company's counsel, stand liable for contempt or suffer other censure or penalty, Recipient or its Representative will furnish only that portion of the Information which is legally required to be furnished and each will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to such Information.

4. The Recipient hereby agrees that money damages or cancellation of agreement or discharge from performance of duties could be only a part remedy for any breach or threatened breach of this Agreement by the Recipient or its Representative. In addition to the money damages, company shall be entitled, without the requirement of posting a bond or other security, to specific performance and injunctive or other equitable relief in the event of any such breach or threatened breach, in addition to all remedies available to all remedies available to company at law or in equity. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that the Recipient has breached this Agreement, then the Recipient shall be liable and pay to the non-breaching party the legal fees and expenses incurred by company in connection with such 'litigation, including any appeal there from.

5. The Recipient further agrees to indemnify, defend, and hold harmless and its affiliates and all directors, officers, employees, agents, advisor or other representative thereof (each an “Indemnified Person”) from and against any losses, claims, damages or liabilities arising out of a breach of this Agreement and to reimburse each Indemnified Person for all costs and expenses (including counsel fees) incurred in connection therewith. Such indemnity agreement shall be in addition to any other liabilities that may be available to any Indemnified Person.

If you agree to the terms and conditions of this Agreement, please indicate your acceptance by signing and returning to the undersigned the duplicate copy of this Agreement.

Your faithfully,
For ..... Limited

By:_____
Name:
Designated:
Agreed to as of the
date first written above:

For_____(name of the consultant / advisor)
By:_____
Name:
Designation: