

**CODE OF CONDUCT FOR PROHIBITION OF INSIDER TRADING IN
SECURITIES OF TECH MAHINDRA LIMITED**

1. This code is framed pursuant to the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations 2015 as amended, and supersedes the earlier code. It shall come into force from 1st day of April, 2019.

2. **Definitions:**

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

- i. **“Act”** means the Securities and Exchange Board of India Act, 1992, as amended from time to time
- ii. **“Code”** or **“this Code”** shall mean this Code of Conduct for Prohibition of Insider Trading in securities of Tech Mahindra Limited as amended from time to time
- iii. **“Company”** or **“the Company”** means Tech Mahindra Limited
- iv. **“Compliance Officer”** means the Compliance Officer appointed pursuant to Clause 4 of this Code.
- v. **“Designated Person(s)” shall include:**
 - a. Directors of the Company;
 - b. Key Managerial Personnel;
 - c. Employees in Grade E3 (including Grade RG2) and above of the Company and its material subsidiaries;
 - d. Employees of the Finance team involved in the finalization of Financial Statements – Standalone & Consolidated, Management Information System, IR team, Function Head – Treasury, identified employees from Tax Team;
 - e. Executive Assistants/Secretaries of the Executive Management;
 - f. All promoters of the Company;
 - g. Such other Employees like IT (CIO team) or Secretarial staff and other persons as may be notified by the Managing Director in consultation with the Compliance Officer from time to time, on the basis of their role and function in the organization or the access that such role and function would provide access to UPSI; and
 - h. Immediate Relatives of the above category of persons.
- vi. **“Director”** shall mean and include a member of the Board of Directors of the Company
- vii. **“Disciplinary Committee”**- shall mean and include following persons (a) Chief Financial Officer, (b) Chief Peoples Officer and (c) Company Secretary
- viii. **“Employee(s)”** shall mean and include all employees of the Company (whether or not on probation);
- ix. **“Generally Available Information”** means information that is accessible to the public on a non-discriminatory basis.
- x. **“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;
- xi. **“PIT Regulations”** means the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations 2015, as amended;
- xii. **“Promoter”** shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018

- xiii. **“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, .
- xiv. **“Tech Mahindra Securities”** or **“Securities of the Company”** shall include Equity shares of the Company, and any other security of the Company.
- xv. **“Trading”** means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, sell, deal in any securities, and “trade” shall be construed accordingly;
- xvi. **“Trading day”** means a day on which the recognized stock exchanges are open for trading;
- xvii. **“Unpublished Price Sensitive Information”** or **“UPSI”** means any information, relating to the Company or its securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the securities 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, delistings, disposals and expansion of business and such other transactions;
 - (v) changes in key managerial personnel;

Terms not specifically defined herein shall have the same meaning as assigned to them in the PIT Regulations.

3. Purpose of the Code:

This Code has been formulated to regulate, monitor and ensure reporting of trading by the Designated Persons and immediate relatives of Designated Persons and other connected persons, towards achieving compliance with the PIT Regulations.

The Designated persons and immediate relatives of Designated Persons and other connected persons as defined in the Regulations should desist from trading while they are in possession of UPSI.

4. Compliance Officer

The Board of Directors shall designate a senior level officer, who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under the PIT Regulations, to be the Compliance Officer for the purpose of the PIT Regulations and this Code.

The Compliance Officer shall be responsible under the overall supervision of the Board of Directors of the Company for:

- (i) Compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of UPSI;
- (ii) pre-clearing of Designated Persons and their Immediate Relatives’ trades;
- (iii) reviewing trading plans to assess whether the plan would have any potential for violating the PIT Regulations, seeking undertakings as may be necessary, approving and monitoring the implementation of the plan;
- (iv) monitoring trades of Designated Persons and their immediate relatives’ , ; and the implementation of codes specified under the applicable PIT Regulations;
- (v) providing reports to the Chairman of the Audit Committee or to the Chairman of the Board of Directors on a quarterly basis on the compliance status and such other additional reports as the situations may warrant;

The Compliance Officer shall administer the code of conduct and other requirements under the PIT Regulations, facilitate the Designated persons in addressing any clarifications with regard to the PIT Regulations and this Code.

5. Preservation of Unpublished Price Sensitive Information

Employees and Designated Persons shall maintain the confidentiality of all UPSI on a “need to know” basis. They shall not pass on UPSI to any person, including to other Employees, directly or indirectly, except in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.

If, in the performance of duties, it becomes necessary for the Designated Person to disclose any unpublished price sensitive information to any person outside the Company, e.g., Advisors, Auditors, Consultants, Merchant Bankers, etc., the Designated Person shall ensure that the concerned Advisor, Auditor, Consultant, Merchant Banker, etc., executes an Agreement in the prescribed format (**Form ‘F’** hereto) with the Company. Notice shall be given to such persons regarding restrictions on communication of UPSI and on trading while in possession of UPSI.

Files containing confidential information shall be kept secure. Computer files must have adequate security of login and password etc.

Chinese Wall procedures and physical arrangements (collectively ‘Chinese Walls’) shall be used to manage confidential information and prevent the inadvertent spread and misuse of price sensitive information. In general, Chinese Walls separate areas that have access to price sensitive information (“Insider Areas”) from those who do not have such access (“Public Areas”). As such, Chinese Walls are designed to operate as barriers to the passing of price sensitive information and other confidential information.

Where Chinese Wall arrangements are in place Employees working within an Insider Area are prohibited from communicating any price sensitive information to Employees in Public Areas without the prior approval of the Compliance Officer.

Employees within a Chinese Wall shall be responsible to ensure the Chinese Wall is not breached deliberately or inadvertently. Employees should take care to ensure that price sensitive information is not posted on IT systems that are available outside specific Insider areas (e.g. Intranet). Known or suspected breaches of the Chinese Wall must be referred to the Compliance Officer immediately.

The establishment of Chinese Walls is not intended to suggest that price sensitive information can circulate freely within Insider Areas. The ‘need-to-know’ principle shall be fully in effect within Insider Areas. In exceptional circumstances, Employees from the Public Areas may be allowed to ‘cross the wall’ and given price sensitive information by following the ‘need-to-know’ principle, under intimation to the Compliance Officer. The Compliance Officer would duly record reasons for crossing the wall in writing. 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.

Further the Company shall:-

- (i) Identify list of all employees, designated persons and connected persons who have access to UPSI or are in receipt of UPSI for legitimate purposes.
- (ii) Maintain structured digital database containing nature of UPSI, names of persons who have shared the information, names of such persons or entities as the case may be with whom information is shared.
- (iii) Such database shall not be outsourced and shall be maintained internally with adequate internal controls, with time stamping and audit trails to ensure non-tampering of the data
- (iv) Such database shall containing the following information:-

- a. Name of the persons/entity(ies) who have shared the information along with their PAN or any other valid identifier authorized by the law where PAN is not available
 - b. Name of the person/ entity(ies) with whom UPSI is shared, along with their PAN or any other valid identifier authorized by the law where PAN is not available.
 - c. Name of Designated persons along with their immediate relatives, along with the PAN or any other valid identifier authorized by the law where PAN is not available.
- (v) Such digital data base shall be preserved for a period of not less than eight years after completion of the relevant transactions. Further in case of event of receipt of information from SEBI with respect to any investigation or enforcement proceedings, the relevant information in the structured digital database shall be preserved till the completion of such proceedings.
- (vi) Obtain declarations for adherence to Minimum Standards of Code of Conduct from Intermediaries and Fiduciaries

6. Restriction on Trading

6.1 All Designated Persons and their Immediate Relatives shall be subject to the trading restrictions as enumerated below:

6.2 Trading Window

The Designated Person and his/her Immediate Relatives shall trade in Securities of the Company only during a valid trading period called “Trading Window” to be specified by the Company. The Trading Window shall be closed ordinarily but not restricted to, when the information relating to the following is unpublished and is likely to materially affect the price of the securities upon coming into the public domain:

- a. Declaration of Financial results (quarterly, half yearly and annual)
- b. Declaration of dividends (interim and final)
- c. Change in Capital structure.
- d. Mergers (other than wholly owned subsidiaries), De-mergers, acquisitions, delistings, disposals and expansion of business and such other transactions
- e. Change in key managerial personnel;

In respect of declaration of financial results, the Trading Window shall remain closed from the first day of the month following the quarter, half-year or financial year, as the case may be till 48 hours from the time the results are communicated to the Stock Exchanges.

As regards declaration of interim dividend and other matters referred to in (b) to (e) above, the Managing Director shall, form a core team of Designated Persons and/or group of Designated Persons who would work on such assignment. The Managing Director shall also designate a senior Employee who would be in-charge of the project. The Managing Director may also delegate this power to a Senior level officer of the company who will be heading such activity to provide the details of the employees associated with such project. Such team members will execute an undertaking not to deal in the Securities of the Company till the price sensitive information regarding the activity/project is made public or the activity/project is abandoned. The Trading Window would be regarded as closed for them and their Immediate Relatives when the proposal reaches near final stage for reference to the Committee / Board and for Board members, it will be regarded as closed upon dispatch of agenda seeking approval.

The Trading Window shall be opened 48 (Forty-eight) hours after the information referred to above is made public or the activity/project is abandoned.

The Designated Person and their Immediate Relatives shall conduct all their trading in the Tech Mahindra Securities during a valid Trading Window and shall not deal in any transaction involving the purchase or

sale of the Tech Mahindra Securities during the period when Trading Window is closed or during any such other period as may be specified by the Company from time to time.

The Trading Window shall also be applicable to any person having contractual or fiduciary relation with the company such as Auditors, accountancy firms, law firms, analysts, consultants, merchant bankers, assisting or advising the Company. Closure of Trading Window would be communicated by the concerned Designated Person to such persons as specified in the Agreement entered into with them.

Trading Window restrictions shall not apply to the following:-

- a. Off-market inter-se transfer between insiders who were in possession of the same UPSI without being in breach of PIT Regulations (provided such UPSI was not obtained in terms of regulation 3(3) of the PIT Regulations) and both the parties had made a conscious and informed trade decision;
- b. Transaction carried out through block deal window mechanism between persons who were in possession of UPSI without breach of PIT Regulations (provided such UPSI was not obtained in terms of regulation 3(3) of the PIT Regulations) and both the parties had made a conscious and informed trade decision;
- c. Transaction carried out pursuant to statutory or regulatory obligation to carry out a bonafide transaction;
- d. Trades pursuant to trading plans set up in accordance with PIT Regulations;
- e. Pledge of shares for a bonafide purpose such as raising of funds;
- f. Transaction undertaken pursuant to the exercise of stock options in respect of which the exercise price was pre-determined in compliance with applicable regulations; and
- g. transactions undertaken in accordance with respective regulations made by SEBI 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 or open offer, delisting offer or transactions which are undertaken through such other mechanism as may be specified by SEBI from time to time.

If any of the transactions mentioned in paragraphs (a) to (e) above are proposed to be undertaken when the trading window is closed, such transaction may be undertaken subject to compliance with all applicable regulations notified by SEBI from time to time and subject to obtaining pre-clearance from the compliance officer.

6.3 Pre-clearance of trades

All Designated Persons and their Immediate Relatives who intend to trade in the Tech Mahindra Securities should pre-clear the transactions, by making an application in the prescribed form and containing the prescribed undertaking to the Compliance Officer (**Form 'E'**) where the aggregate of the Tech Mahindra Securities to be dealt during a calendar quarter exceeds Rs.1.50 Crores.

It is clarified that it shall be the responsibility of the Designated Person to obtain approvals in respect of the dealings by their Immediate Relatives in compliance to this code.

The Compliance Officer shall either clear the requested deal or decline to clear the requested deal within 7 (seven) working days of the receipt of the application in the prescribed Form. In case the clearance is declined the Compliance Officer shall assign reasons in writing for doing so.

The Designated Persons and their Immediate Relatives shall execute their order in respect of the Tech Mahindra Securities within the permitted period for trading in the securities as given in the pre-clearance letter and the permitted period in any case shall not be more than 7 (seven) trading days. If the order is not executed within permitted period, the Designated Person must report the decision of not to trade after securing pre-clearance in (**Form 'E1'**) and the Designated person may apply for fresh pre-clearance.

Designated Persons, despite having received pre-clearance for any proposed trade, must refrain from trading if they come into possession of UPSI or if the Trading Window is closed.

The Compliance Officer, may delegate the power to clear the pre-clearance requests to the Function Head handling this process while the Compliance Officer is on leave or travelling.

In case the Compliance Officer or any of his/ her Immediate Relatives wish to deal in the Tech Mahindra Securities, he/ she would have to make the application in the prescribed (**Form 'E'**) to the Managing Director of the Company who would consider the requested deal within 7 (seven) working days as aforesaid.

- 6.4 Trading Plans: The Designated Persons shall be entitled to formulate a trading plan and present it to the Compliance Officer for approval and public disclosure pursuant to which trades may be carried out on his/ her behalf in accordance with such plan.

Such trading plan shall:–

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

The Compliance Officer shall review the trading plan to assess whether the plan would have any potential for violation of the PIT 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. Trading Window norms, restrictions on contra trade, and the requirement of seeking pre-clearance of trades shall not be applicable for trades executed as per an approved trading plan.

The trading plan once approved shall be irrevocable and the insider shall mandatorily have to implement the plan, without being entitled to either deviate from it or to execute any trade in the securities outside the scope of the trading plan.

Provided that the implementation of the trading plan shall not be commenced if any Unpublished Price Sensitive Information 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 and in such event the Compliance Officer shall confirm that the commencement ought to be deferred until such Unpublished Price Sensitive Information becomes generally available information so as to avoid a violation of sub-regulation (1) of regulation 4 of the PIT Regulations..

Upon approval of the trading plan, the compliance officer shall notify the plan to the stock exchanges on which the Securities are listed.

In case of the Compliance Officer, the trading plan shall be presented to the Managing Director for approval.

6.5 Restriction on Contra Trade

All Designated Persons who buy or sell any number of Securities of the Company shall not execute a contra trade i.e. sell or buy any number of Securities of the Company during the next six months following the prior transaction. This restriction shall not apply to shares acquired through exercise of ESOPs. The compliance officer is empowered to grant relaxation from strict application of such restriction for reasons to be recorded in writing provided that such relaxation does not violate the PIT Regulations.

Inadvertently or otherwise, if any trade is executed in violation of the contra trade restriction, the profits from such trade shall be liable to be disgorged for remittance to SEBI for credit to the Investor Protection and Education Fund administered by SEBI under the Act.

The Designated Person shall not take positions in derivative transactions in the Securities of the Company at any time.

7. Reporting Requirements for transactions in securities

The persons mentioned below will be required to make the following disclosures to the Compliance Officer:

- a. Initial disclosure of Tech Mahindra Securities held by every Promoters of the Company, Member of the Promoter Group, the Directors, Key managerial personnel and their Immediate Relatives, together with a disclosure of the names of the Immediate Relatives (refer **Form 'A'**), to be made within thirty days of this policy come into force.
- b. Every person, within seven days of appointment as a Key Managerial Personnel or a Director of the Company or within seven days of becoming a Promoter or Member of the Promoter Group, shall make a disclosure in (**Form 'B'**) for the holding of Tech Mahindra Securities held by them and their Immediate Relatives on their date of appointment or on becoming a Promoter or Member of the Promoter Group.

In the event a new Immediate Relative relationship comes into being or any existing Immediate Relative ceases to be an Immediate Relative, the concerned Designated Person shall forthwith give a Notice in writing of such development to the Compliance Officer.

- c. Continual Disclosures: Every Promoter, Member of Promoter Group, Designated Person, shall disclose to the Company the number of Tech Mahindra Securities acquired including allotment under Employee Stock Option Plans of the Company or disposed of within 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) in (**Form 'C'**) or in such form and manner as may be specified by the SEBI from time to time.

On receipt of disclosure, the Company shall notify the particulars of such trading within two trading days to the stock exchanges.

- d. Any other connected person or class of connected persons shall make their disclosure of holdings and trading in securities of Tech Mahindra in (**Form 'D'**).
- e. Annual Disclosures as on 31st March, each year (refer **Forms 'G' and 'G1'**), to be made by 10th April of each year.

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

8. Mechanism on Internal Control

(A) To ensure adequate and effective system of internal controls are in place in line with the PIT Regulations, following procedures shall be followed:-

- i. All employees who have access to UPSI are identified as designated persons;
- ii. All the UPSI shall be identified and its confidentiality shall be maintained as per the requirements of PIT regulations;
- iii. Adequate restrictions shall be placed on communication or procurement of UPSI as required under PIT Regulations;
- iv. List of all employees and other persons with whom UPSI is shared shall be maintained and confidentiality agreements shall be signed or notice shall be served to all such employees and persons;
- v. All other relevant requirements specified under these regulations shall be complied with
- vi. Periodic process review to evaluate the effectiveness of such internal controls will be done.

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

(B) Documents to be shared by Designated Persons with the Company

Every Designated Person shall disclose names, PAN or any other identifier authorized by law such as Aadhar/ Passport Copy, and the telephone/ mobile numbers of the following persons to the Company, on joining as well as on an annual basis and as and when information changes **as per (Form 'G2')**:

- i. Immediate relatives
- ii. Persons with whom such Designated Persons shares a material financial relationship

Further, names of educational institutions from which Designated Persons have graduated and names of past employers must be disclosed to the Company on a one time basis.

For this Code, "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 immediately preceding twelve months, equivalent to at least 25% of the annual income of such designated person, but shall exclude relationships in which payment is based on arm's length transactions.

9. Reporting and investigation of leakage of UPSI

(A) Reporting of Leakage or Suspected leakage of UPSI by Whistle Blower

Instance(s) of any leak or suspected leak of UPSI may be reported by any person to the Corporate Ombudsman of the Company by:-

- (a) Sending an e-mail to CORPORATEOMBUDSMAN@techmahindra.com
- (b) In person- Complaints can be reported verbally on telephone no. 0120-453-4450. Verbal reports will normally be documented by the CORPORATE OMBUDSMAN by a written transcription of the verbal report.

(B) Procedure for Enquiry of leak or suspected leak of UPSI

- a) The CORPORATE OMBUDSMAN or the Redressal Committee of the Company shall review the reports received and promptly refer the same to the Disciplinary Committee of the Company. The Compliance Officer, on becoming aware of any leak or suspected leak of UPSI suo moto (through media reports/ any other manner), shall promptly refer the matter to the Disciplinary Committee.

- b) The Disciplinary Committee shall:-
- (i) Carry out a preliminary review and identify the manner of leak of UPSI;
 - (ii) Seek information from the heads of the relevant department viz., finance, accounts department etc., which had access to the UPSI or to which the UPSI is related. The relevant departments shall provide the requisite information within the timelines stipulated by the Disciplinary Committee;
 - (iii) Obtain all e-mails and records of the relevant persons in the department;
 - (iv) Provide an opportunity of being heard to any person(s) who is/are suspected to be the source of the leak. The Disciplinary Committee shall maintain notes or minutes of the proceedings of meetings with such person(s);
 - (v) Based on the information received, inquire and investigate the leak of UPSI and prepare a report containing the findings of the inquiry and the recommended disciplinary action;
 - (vi) Report to the Compliance Officer its finding and recommendation on disciplinary action;
 - (vii) Suggest the preventive measures, if any, to avoid leak of UPSI in the future.
- c) If an inquiry is initiated by the Company in case of leak or suspected leak of UPSI, the Designated Persons and concerned employees, intermediaries and fiduciaries shall co-operate with the Company in connection with such inquiry conducted by the Company. False or frivolous complaints would be subject to necessary disciplinary actions.
- d) Before commencement of any inquiry, each member of the Disciplinary Committee will confirm to the chairman of the Disciplinary Committee that he/she has no direct or indirect conflict of interest in conducting the inquiry in the concerned matter. In case of any conflict of interest, such member would forthwith recuse himself and not participate in the concerned discussions.
- e) The Disciplinary Committee may seek any internal / external assistance to carry out such inquiry and investigation.
- f) During the pendency of the inquiry or anytime thereafter, the Disciplinary Committee is empowered to *inter alia* undertake the following actions:
- (i) Summon and enforce the attendance of any person and conduct an examination, request the discovery and production of documents and / or any other matter which the Disciplinary Committee may prescribe and deemed necessary for the inquiry process. Any refusal by any employee of the Company to attend the inquiry proceedings when summoned or to provide to the Disciplinary Committee any documents and / or information within his / her power or possession shall constitute a misconduct, rendering such employee liable for disciplinary action.
 - (ii) Restrain any person(s) who is/are suspected to be the source of the leak from:
 - accessing documents/emails, from which the Disciplinary Committee believes the leak or suspected leak originated, and may give any other directions as it may deem fit.
 - deleting/erasing records/ data from mobile and other devices in use by such person(s) and also submit such device(s) to the Disciplinary Committee for inspection.

Reports of the leakage or suspected leakage and actions taken by the Disciplinary Committee should be placed before the Audit Committee and the Board of Directors, and adequately intimated to SEBI.

The Company shall take further actions based on the recommendations of the Audit Committee and the Board of Directors.

10. Protection to employees filing Voluntary Disclosure Form*

An employee who files a voluntary information disclosure form in terms of Chapter IIIA of the PIT Regulations (“**Voluntary Information Disclosure Form**”), irrespective of whether the information is considered or rejected by SEBI and irrespective of whether the employee is eligible for a reward in terms of Chapter IIIA of the PIT Regulations, shall not be discriminated, discharged, terminated, demoted, suspended, threatened, or harassed, for any of the following reasons:

- (i) filing a Voluntary Information Disclosure Form under PIT Regulations;
- (ii) testifying, participating, 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
- (iii) breaching any confidentiality agreement or provisions of any terms and conditions of employment or engagement which are solely for preventing such employee from cooperating with SEBI in any manner.

Explanation- For the purpose of this clause, “Employee” means an individual who during employment may become privy to information relating to violation of insider trading laws and files a Voluntary Information Disclosure Form under the PIT Regulations and is a director, regular or contractual employee, but does not include an advocate.

11. Jurisdiction

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

12. Affirmation

The Designated Person shall affirm to have read and fully understood their obligations and the obligations of their Immediate Relatives under the PIT Regulations and this Code and have undertaken to unconditionally abide by the same.

13. Penalty for contravention of the Code

The responsibility of complying with the provisions of the PIT Regulations and the Code shall be entirely on the Designated Persons of the Company including any violation by their Immediate Relatives.

Any Designated Person who trades in securities or communicates any information for trading in securities, in contravention of this Code may be penalized and appropriate action may be taken by the Company.

Designated Person who violates the Code of Conduct shall also be subject to disciplinary action by the Company, which would be determined by the Managing Director, based on the recommendations of a Committee set up for this purpose. The penalty may include wage freeze, suspension, recovery, ineligibility for future participation in employee stock option plans, etc. Amount collected due to contravention of the Code shall be remitted to SEBI for credit to the Investor Protection and Education Fund administered by SEBI

The action taken by the Company shall not preclude SEBI from taking any action in case of violation of the Insider Trading Regulations.

- 14.** In case it is observed by the Compliance Officer that there has been a violation of the PIT Regulations, Stock Exchanges shall be informed by the Company promptly in such form and manner as may be specified by SEBI from time to time.

**Inserted pursuant to the SEBI (Prohibition of Insider Trading) (Third Amendment) Regulations, 2019. Subsequent clauses in the Code of Conduct have been renumbered.*

FORM A

**Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015
[Regulation 7 (1) (a) read with Regulation 6 (2) – Initial disclosure to the Company]**

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

To
The Compliance Officer
Tech Mahindra Limited

ISIN of the company: _____

Dear Sir,

In terms of the requirement of the Tech Mahindra Code of conduct for prohibition of Insider Trading and Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, the details of my shareholding and/ or positions in derivatives in the company, is specified hereunder:

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
		Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	
1	2	3	4	5

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

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

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

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

Name & Signature:

Date:

Designation:

Place:

Employee Code:

FORM B

**Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015
[Regulation 7 (1) (b) read with Regulation 6(2) – Disclosure on becoming a director/KMP/Promoter]**

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

To
The Compliance
Officer
Tech Mahindra
Limited

ISIN of the company: _____

Dear Sir,

In terms of the requirement of the Tech Mahindra Code of conduct for prohibition of Insider Trading and Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, the details of my shareholding and/ or positions in derivatives in the company, is specified hereunder:

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 Shareholding
			Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	
1	2	3	4	5	6

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

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

Open Interest of the Future contracts held at the time of becoming Promoter/appointment of Director/KMP			Open Interest of the Option Contracts held at the time of Becoming Promoter/appointment of Director/KMP		
Contract specifications	Number of units (contracts * lot size)	Notional value in Rupee terms	Contract specifications	Number of units (contracts * lot size)	Notional value in Rupee terms
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:
Employee code:

Date:
Place:

FORM C

**Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015
[Regulation 7 (2) read with Regulation 6(2) – Continual disclosure]**

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

To
The Compliance Officer
Tech Mahindra Limited

ISIN of the company: _____

Dear Sir,

In terms of the requirement of the Tech Mahindra Code of conduct for prohibition of Insider Trading and Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, the details of change in shareholding and/ or positions in derivatives in the company, is specified hereunder:

Name, PAN CIN/DIN, & address with contact nos.	Category of Person (Promoters/ KMP / Directors/ immediate relative to others etc.)	Securities held prior to acquisition/disposal		Securities acquired/Disposed				Securities held post acquisition/disposal		Date of allotment advice/ acquisition of shares/ sale of shares specify		Date of intimation to company	Mode of Acquisition/ disposal (on Market/ /public rights/ preferential offer / off market/ Inter-se Transfer, ESOPs etc).
		Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No. and % of 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 by Promoter, Employee or Director of a listed company and other such persons as mentioned in Regulation 6(2).

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

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

Name & Signature:
Designation:
Employee code:

Date:
Place:

FORM D

**Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015
[Regulation 7 (3) - Transactions by Other connected persons as identified by the company]**

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

To
The Compliance Officer
Tech Mahindra Limited

ISIN of the company: _____

Dear Sir,

In terms of the requirement of the Tech Mahindra Code of conduct for prohibition of Insider Trading and Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, the details of change in shareholding and/ or positions in derivatives in the company, is specified hereunder:

Name, PAN No., CIN/DIN, & address with contact nos. of other connected persons as identified by the company	Connect ion with compan y	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 intimatio n to company	Mode of Acquisition/ disposal (on Market/ /public rights/ preferential offer / off market/ Inter-se Transfer, ESOPs etc).
		Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No. and % of share holding	Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	Value	Transaction Type (Buy/Sale/ Pledge/ Revoke/ Invoke)	Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No. and % of shareholding	From	To		
1	2	3	4	5	6	7	8	9	10	11	12	13	14

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

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

Trading in derivatives (Specify type of contract, Futures or Options etc)						Exchange on which the trade was executed
Buy			Sell			
Type of contract	Contract specifications	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:
Employee code:

Date:
Place:

FORM E

(Application and Undertaking for pre-clearance of trade by Designated Person (s) & their Immediate Relative under Code for Prohibition of Insider Trading – Applicable for (a) trading beyond the market value of aggregate transactions exceeding Rs.1.50 crores in a calendar quarter, and (b) transactions which are exempt from trading window restrictions subject to pre-clearance in terms of the Code for Prohibition of Insider Trading)

From:
Shri/Smt: _____
Address: _____

***Designation:** _____
***Employee Code:** _____
*(Applicable to employees only)

The Compliance Officer

Date:

Dear Sir,

SUB: PRECLEARANCE OF TRADES

*I/My immediate relatives Shri/Smt _____, having PAN no. _____ intend to deal in equity shares of the company for which purpose *I /On behalf of my Immediate Relative request pre-clearance of the trade.

The particulars of intended trade are as under:

SR NO.	DETAILS OF THE PROPOSED TRADE	INFORMATION PROVIDED BY DECLARANT
01	Number of shares proposed to be Traded	
02	Demat account details	DP ID: Client ID:
03	Nature of Trade	*Buy / Sale/Pledge
04	The Depository for this Trade	*NSDL / CDSL
05	The trade is proposed to be carried out by	
06	My / My Immediate Relatives current holding	

My undertaking for the purpose of pre-clearance is furnished herein below. This is to request you to pre-clear the proposed trade.

I/My Immediate Relative is aware that I/ We have to execute the order in respect of securities of the company within 7 trading days of the approval of pre-clearance is given.

If the order is not executed within the 7 trading days, I shall report with reasons for non-execution in Form E1.

Thanking You

Signature:
*(Delete whatever is not applicable)

UNDERTAKING

* I on my own behalf / On behalf of my immediate relatives (we) do hereby solemnly state as under:

(a) That I/We do not have any access nor have we received "Price Sensitive Information" up to the time of signing this undertaking **(Not applicable where pre-clearance is sought during trading window closure for transactions which are exempt from trading window restrictions in terms of clause 6.2 of the Code for Prohibition of Insider Trading)**

(b) That in case I/We get access to or receive "Price Sensitive Information" after the signing of this undertaking but before the execution of the transaction I/We shall inform the Compliance officer of the change in my /our position and that I/We would completely refrain from dealing in the securities of the company till the time such information becomes public. **(Not applicable where pre-clearance is sought during trading window closure for transactions which are exempt from trading window restrictions in terms of clause 6.2 of the Code for Prohibition of Insider Trading)**

(c) That I have not entered into an opposite transaction i.e. purchased / sold any number of shares during the preceding six months prior to the proposed transaction.

(d) That I/We have not contravened the code of conduct for prohibition of insider trading as notified by the company from time to time.

(e) That I/We have made a full and true disclosure in the matter.

Given under my hand this _____ day of _____ 201__

(SIGNATURE)

(Delete whatever is not applicable)

Note: This form to be filed for self and immediate relative, separately.

FORM E 1

**(Confirmation of non-execution of trade by Designated Person (s) under
Code for Prohibition of Insider Trading)**

From:
Shri/Smt: _____
Address: _____

PAN No. _____

Designation: _____
Employee Code: _____

To
Compliance Officer

Date:

Dear Sir,

Sub: Non execution of Trade - pursuant to the preclearance approval.

With reference to the above, I would like to submit that following trades have not been executed by me pursuant to the pre-clearance obtained from the compliance officer vide the letter dated _____.

Thanking you

Yours faithfully

(Signature)

FORM – F

**Agreement for Confidentiality and Non-dealing in
Tech Mahindra Limited**

(On TML Letterhead)

Date

To

Name of the institution/person

Address

Dear Sir,

We have agreed to appoint you as our advisor/consultant /collaborator/partner/bankers/auditor/merchant banker/customer/supplier/professionals/share transfer agent in respect of our business and in this connection would provide you from time to time various information related to Tech Mahindra Limited (TML) and/or its group, material subsidiary/ies and/or associate company/ies (hereinafter collectively referred to as “Tech Mahindra Limited”) which is not available to the general public or is proprietary in nature (such oral or written information and all copies of, extracts from, analysis and other materials based on, containing or otherwise reflecting such information shall herein be referred to as the “Information”). As a condition to you being furnished with any Information and as consideration for such, you (the “Recipient”) agree as follows:

- (1)
 - (a) Non-disclosure: Recipient recognizes and acknowledges the competitive value of the Information and the damage that could result from the disclosure thereof to third parties. Accordingly, Recipient agrees to keep the Information strictly confidential and Recipient will not, without the prior written consent of TML, 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 directors, officers, employees, agents or other representatives (collectively, “Representatives”) who (i) need to know the Information for the purpose for which the Recipient has been appointed (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 TML and its representatives against any breach by any of Recipient’s Representatives of the matters referred to herein.
 - (b) Restrictions on Use: The Information will not, without the prior written consent of TML, be used by Recipient or its Representatives, directly or indirectly, for any purpose other than the purpose for which the Recipient has been appointed and such use shall absolutely cease at the request of TML. In addition, Recipient hereby acknowledges that Recipient is aware (and, if applicable, that Recipient’s Representatives have been advised) that Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992 (“PIT Regulations”) prohibit 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 TML, Recipient shall, and shall cause its Representatives to, promptly return all Information to TML, without retaining any copies,
- (d) summaries or extracts thereof. In the event of such request, all documents, analysis, compilations, studies or other materials prepared by Recipient or its Representatives that contain or reflect Information shall be destroyed and no copy thereof shall be retained (such destruction to be confirmed in writing by a duly authorized officer of Recipient). Notwithstanding the return or destruction of the Information, Recipient and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder. With respect to those portions of the Information that consist of analysis, compilations, studies or other materials prepared by Recipient or its Representatives, TML may, in its sole discretion, permit the retention of such Information for evidentiary purposes. Notwithstanding such retention, Recipient and its Representatives shall continue to be bound by their obligations of Confidentiality and other obligations hereunder.

For purpose of this Agreement, the term “Information” shall not include such portions of the Information that (i) are or become generally available to the public other than as a result of disclosure by Recipient or its Representatives, (ii) become available to Recipient on a non-confidential basis from a source not subject to a confidentiality obligation to TML, whether by contractual, legal or fiduciary obligation or otherwise or

(iii) were, as evidenced by written records or other documentation satisfactory to TML, in Recipient’s possession on a non-confidential basis prior to TML’s disclosure to Recipient.

- (2) Without TML’s prior written consent, Recipient shall not and Recipient shall cause each of its Representatives not to, directly or indirectly, alone or in concert with others deal in Securities of TML or encourage any third party to deal in Securities of Tech Mahindra Limited. The term “Securities of TML” shall mean and include the equity shares of TML and such other securities issued by TML and listed on any recognized 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 TML by any person either as principal or agent.
- (3) In the event that Recipient or its Representatives are requested or become legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, investigative demand or similar process) to disclose any of the Information, Recipient and its Representatives will promptly provide TML with written notice so that TML may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or waiver, Recipient or its Representatives are, in the opinion of TML’s counsel, legally compelled to disclose such Information to any tribunal or else, in the opinion of TML’s counsel, stand liable for contempt or suffer other censure or penalty, Recipient or its Representatives will furnish only that portion of the Information which is legally required to be furnished and each will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to such Information.
- (4) If the Recipient is a person who is required to handle unpublished price sensitive information relating to listed companies in the course of business operations, the Recipient undertakes to furnish a declaration to TML confirming that it has formulated and has in effect an internal code of conduct for governing dealing in securities as specified under regulation 9(2) read with Schedule C of the PIT Regulations.

- (5) If the Recipient does not have in effect a code of conduct as specified in clause 4 above, the Recipient agrees to furnish a list of all persons who will be allowed access to the Information, along with the following information regarding such persons:-
- (a) details of immediate relatives (as defined in the PIT Regulations) of such persons;
 - (b) persons with whom such persons shares a material financial relationship (the term “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);
 - (c) phone and mobile numbers used by such persons; and
 - (d) their PAN (where PAN is not available, Aadhar / Passport copies or any other identifier authorized by law)
 - (e) educational institutions from which designated persons have graduated; and
 - (f) names of their past employers.

Further, the Recipient agrees to keep TML informed of any changes to the information furnished above.

- (6) The Recipient hereby agrees that money damages could be only a part remedy for any breach or threatened breach of this Agreement by the Recipient or its Representatives. In addition to the money damages, TML 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 TML 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 TML in connection with such litigation, including any appeals therefrom.
- (7) The Recipient further agrees to indemnify, defend, and hold harmless TML and its affiliates and all directors, officers, employees, agents, advisors or other representatives thereof (each an “Indemnified Person”) from and against any losses, claims, damages or liabilities arising out of a breach or alleged breach of this Agreement and to reimburse each Indemnified Person for all costs and expenses (including counsel fees) incurred in connection therewith. Such indemnity agreement shall be in addition to any other liabilities that may be available to any Indemnified Person.

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

Yours faithfully,
For Tech Mahindra Limited

By: _____

Name:

Designation:

Agreed to as of the
dated first written above:

for _____(name of the consultant/advisor)

By: _____

Name:

Designation:

PAN No. :

FORM G

Annual Disclosure from Designated Person (s) under Code for Prohibition of Insider Trading)

From:

Shri/Smt.: _____

Address: _____

PAN No. _____

***Designation:** _____

***Employee Code:** _____

*(Applicable to Employees only)

To
Compliance Officer

Date:

Dear Sir,

SUB: PERIODIC STATEMENT OF MY SHARE HOLDING IN THE COMPANY

In terms of the requirement of the Code for Prohibition of Insider Trading, for periodic disclosure the following details of my holding is furnished herewith:

Period of disclosure	Number of shares held by me as on 1/4/201__	Number of shares bought during the year ended 31st March, 201__	Number of shares sold during the year ended 31st March, 201__	Number of shares held as on 31st March/ 201__	Folio No./ Client ID/ DP ID
Annual					

I/We declare that I/We have not entered into an opposite transaction i.e. purchased/sold any number of shares during the preceding six months prior to any transaction in the shares of the Company.

Thanking You,

(SIGNATURE)

*(Delete whatever is not applicable)

NOTES:

This disclosure is required to be given:

1. For Annual Returns: As of 31st March each year. The disclosure should be made before 10th April each year.

FORM G1

Annual Disclosure from Designated Person(s)/for their immediate relatives, under Code for Prohibition of Insider Trading)

From:
Shri/Smt.: _____
Address: _____

PAN No _____
***Designation:** _____
***Employee code:** _____

*(Applicable to Employees only)

To
Compliance Officer

Date:

Dear Sir,

SUB: PERIODIC STATEMENT OF SHARE HOLDING OF MY IMMEDIATE RELATIVE IN THE COMPANY - ANNUAL

In terms of the requirement of the Code for Prohibition of Insider Trading, for periodic disclosures the following details of holding of my immediate relatives is furnished herewith:

Name of the Immediate Relatives	Number of shares held by my immediate relatives as on 1/4/201__	Number of shares bought during the year ended 31st March, 201__	Number of shares sold during the year ended 31st March, 201__	Number of shares held as on 31st March/	Folio No./ Client ID/ DP ID

I/We declare that I/We have not entered into an opposite transaction i.e. purchased/sold any number of shares during the preceding six months prior to any transaction in the shares of the Company.

Thanking You,

(SIGNATURE)

*(Delete whatever is not applicable)

NOTES:

This disclosure is required to be given:

1. For Annual Returns: As of 31st March each year, the disclosure should be made before 10th April each year.

FORM G2

Other Disclosure including disclosure of persons with whom Designated Person(s)/ shares a material financial relationship under Code for Prohibition of Insider Trading

From:
Shri/Smt.: _____
Address: _____

PAN No./Aadhar/Passport No.

***Designation:** _____

***Employee code:** _____

Mobile Number: _____

Names of Educational Institution from which graduated: _____

Names of past employer: _____

*(Applicable to Employees only)

To
Compliance Officer

Date:

Dear Sir,

SUB: Other Disclosure including disclosure of persons with whom Designated Person(s)/ shares a material financial relationship

In terms of the requirement of the Code for Prohibition of Insider Trading, for periodic disclosures the disclosure with whom I have a material financial relationship is furnished herewith:

Name of the persons with whom I/We have material financial relationship	Kind of material financial relationship	PAN, Phone, Mobile

Thanking You,

(SIGNATURE)

*(Delete whatever is not applicable)

NOTES:

1. 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 immediately preceding twelve months, equivalent to at least 25% of the annual income of designated person, but shall exclude relationships in which payment is based on arm’s length transactions.