



# **CODE OF CONDUCT FOR PROHIBITION OF INSIDER TRADING OF ZICOM ELECTRONIC SECURITY SYSTEMS LIMITED**

*This Policy is only an Internal Code of Conduct and one of the measures to avoid Insider Trading. It will be the responsibility of each person covered under the SEBI (Prohibition of Insider Trading), Regulations, 2015, as may be amended from time to time and the Code of Conduct for Prohibition of Insider Trading of Zicom to ensure compliance of the SEBI Act, Guidelines, Regulations, Circulars and other related statute(s) / law(s) on Prohibition of Insider Trading, as may be applicable to Zicom for time being in force.*

## 1. INTRODUCTION

- 1.1. The Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (“Regulations”) inter alia governs the buying and selling of securities by employees / directors / insiders / connected persons and persons connected to them.
- 1.2. This Code of Conduct namely *“Zicom Electronic Security Systems Limited’s Code of Conduct for Prohibition of Insider Trading”* (“Code”) is specifically formulated for governing / regulating the dealings by Insiders in securities of Zicom Electronic Security Systems Limited (“the Company”), a listed company, dealing in electronic security systems and related solutions.
- 1.3. This Code is only an internal code of conduct and one of the measures to avoid Insider Trading. It will be the responsibility of each person covered under the Regulations to ensure compliance of the SEBI Act, Regulations, Guidelines and other related statutes.
- 1.4. The Company is a public company listed on the BSE Limited and the National Stock Exchange of India Limited (“Stock Exchanges”).
- 1.5. This Code has been made pursuant to Regulation 9 of the SEBI (Prohibition of Insider Trading) Regulations, 2015 as amended and modified from time to time.

## 2. OBJECTIVES

- 2.1. The objective of this Code is to maintain the confidentiality of Unpublished Price Sensitive Information and to prevent misuse of such information. Every Insider, Director, Officer, Employee of the Company and every Connected Person is under duty to safeguard the confidentiality of all such information obtained in the course of his or her work at the Company. No Insider, Director, Officer, Employee, Connected Person may use his or her position or knowledge of the Company to gain personal benefit or to provide benefit to any third party.
- 2.2. This Code of Conduct has been prepared by adopting the standards set out in Schedule B of the Regulations.

## 3. DEFINITIONS

- 3.1 “Act” means the Securities and Exchange Board of India.
- 3.2 “Board” means Board of Directors of the Company.
- 3.3 “Code” or “Code of Conduct” means Code of Internal Procedures and Conduct for Regulating, Monitoring and Reporting of trading by Designated Person and their Immediate Relative of Zicom Electronic Security Systems Limited and its Subsidiary(s) and/or Associate Company(s).
- 3.4 “Company” means Zicom Electronic Security Systems Limited (“Zicom”) and all its offices.

- 3.5 “**Compliance Officer**” means Company Secretary or such other senior officer, who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under SEBI PIT Regulations, 2015 and who shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of unpublished price sensitive information, monitoring of trades and the implementation of the codes specified under SEBI PIT Regulations, 2015 under the overall supervision of the Board of Directors of the Company.

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

- 3.6 “**Connected Person**” means:

- (i) any person who is or has during the six months prior to the concerned act been associated with the Company or its Subsidiary(s) and/or Associate Company(s), directly or indirectly, in any capacity including by reason of frequent communication with its officers or by being in any contractual, fiduciary or employment relationship or by being a director, officer or an employee of the Company or its Subsidiary(s) and/or Associate Company(s) or holds any position including a professional or business relationship between himself and the Company or its Subsidiary(s) and/or Associate Company(s) whether temporary or permanent, that allows such person, directly or indirectly, access to unpublished price sensitive information or is reasonably expected to allow such access.
- (ii) Without prejudice to the generality of the foregoing, the persons falling within the following categories shall be deemed to be connected persons unless the contrary is established,
  - (a) an immediate relative of connected persons specified in clause (i); or
  - (b) a holding company or associate company or subsidiary company; or
  - (c) an intermediary as specified in Section 12 of the Act or an employee or director thereof; or
  - (d) an investment company, trustee company, asset management company or an employee or director thereof; or
  - (e) an official of a stock exchange or of clearing house or corporation; or
  - (f) a member of board of trustees of a mutual fund or a member of the board of directors of the asset management company of a mutual fund or is an employee thereof; or
  - (g) a member of the Board of directors or an employee, of a public financial institution as defined in section 2 (72) of the Companies Act, 2013; or
  - (h) an official or an employee of a self-regulatory organization recognised or authorized by the Board; or
  - (i) a banker of the Company; or
  - (j) a concern, firm, trust, hindu undivided family, company or association of persons wherein a director of the Company or his immediate relative or banker of the Company, has more than ten percent, of the holding or interest.

- 3.7 “**Dealing in securities**” means an act of subscribing to, buying, selling or agreeing to subscribe to, buy, sell or deal in the securities of the Company either as principal or agent.

3.8 **“Designated Person”** means

- (a) Every Director, including independent, executive and non executive directors of the Company and its Subsidiary(s) and/or Associate Company(s).
- (b) Chief Executive Officer (CEO); Chief Financial Officer (CFO) and Company Secretary (CS) of the Company and its Subsidiary(s) and/or Associate Company(s).
- (c) Every Departmental Head of the Company and its Subsidiary(s) and/or Associate Company(s).
- (d) Every employee working in the grade of Assistant Manager and above in the Company and its Subsidiary(s) and/or Associate Company(s).
- (e) Every employee of the Finance and Accounts Department of the Company and its Subsidiary(s) and/or Associate Company(s).
- (f) Every employee of the Secretarial and Legal Department of the Company and its Subsidiary(s) and/or Associate Company(s).
- (g) Every employee of the IT Department of the Company and its Subsidiary(s) and/or Associate Company(s).
- (h) Executives Assistants / Secretaries to Directors and to persons mentioned in (a) to (c) above, if any.
- (i) Auditors of the Company and its Subsidiary(s) and/or Associate Company(s) including but not limited to Statutory Auditor, Internal Auditor and Secretarial Auditor.
- (j) Other employees of other Departments / Divisions on a case-to-case basis, who could be reasonably expected to have access to unpublished price sensitive information(s) relating to the Company and its Subsidiary(s) and/or Associate Company(s), to be decided by the Chairman / Managing Director / Whole-Time Director / Compliance Officer / Chief Financial Officer, on a case-to-case basis.
- (k) Employees of material subsidiary(s) of the Company designated on the basis of their functional role or access to unpublished price sensitive information in the organization by their board of directors.
- (l) All promoters of the Company.
- (m) Every employee upto two levels below of Chief Executive Officer of the Company and its material subsidiaries irrespective of their functional role in the Company or ability to have access to unpublished price sensitive information.
- (n) All recipients, if any, under ESOS / ESOP.
- (o) Consultants of the Company and its Subsidiary(s) and/or Associate Company(s) their employees and associates, and such other persons as may be designated.
- (p) Immediate relative (as defined in the Code) of the aforesaid persons.
- (q) Connected Person as defined in the Code.
- (r) Insider as defined in the Code.
- (s) Specified Person as defined in the Code.
- (t) Such other persons as may be identified by the Compliance Officer.

Associate Company means a company in which Zicom has a significant influence, but which is not a subsidiary company of Zicom having such influence and includes a joint venture company.

Explanation.—For the purpose of this clause;

- (i) the expression “significant influence” means control of at least twenty percent of total voting power, or control of or participation in business decisions under an agreement;
- (ii) the expression “joint venture” means a joint arrangement whereby the parties that have joint control of the arrangement have rights to the net assets of the arrangement.

- 3.9 “**Director**” means a member of the Board of Directors of the Company and its Subsidiary(s) and/or Associate Company(s).
- 3.10 “**Employee**” means every present employee and Director of the Company and its Subsidiary(s) and/or Associate Company(s) (whether working in India or abroad).
- 3.11 “**Generally available information**” means information that is accessible to the public on a non-discriminatory basis.
- 3.12 “**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.
- Note: if spouse is financially independent and doesn't consult an insider while taking trading decisions, the spouse won't be exempted from the definition of immediate relative. A spouse is presumed to be an “immediate relative”, unless rebutted so.*
- 3.13 “**Insider**” means any person who is
- (a) Designated Person and their Immediate Relative;
  - (b) a Connected Person;
  - (c) in possession of or having access to Unpublished Price Sensitive Information.
- 3.14 “**Key Managerial Personnel**” means person as defined in Section 2(51) of the Companies Act, 2013.
- 3.15 “**Need-to-know basis**” means that 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 give rise to a conflict of interest or appearance of misuse of the information.
- 3.16 “**Promoter**” means a person as defined and has the meaning assigned to it under Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof.
- 3.17 “**Promoter Group**” means as defined and has the meaning assigned to it under Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof.
- 3.18 “**SEBI PIT Regulations 2015**” or “**Regulations**” means the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and any amendments thereto.
- 3.19 “**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.

- 3.20 “**Sensitive Transactions**” means any proposed / ongoing transaction or activity of either relating to the Company and its Subsidiary(s) and/or Associate Company(s) and/or its securities, directly or indirectly, information of which 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 transaction(s) and/or events as mentioned in the definition of UPSI of this Code.
- 3.21 “**Specified Person**” means Directors, Connected Persons, Insiders, Designated Persons and Promoters and Immediate Relatives and such other persons as may be identified by the Board.
- 3.22 “**Takeover Regulations**” means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and any amendments thereto.
- 3.23 “**Trading**” means and includes subscribing, buying, selling, dealing or agreeing to subscribe, buy, sell, deal in any securities, and ‘trade’ shall be construed accordingly. Gifts, off-market transactions, creation of pledge are also construed as a trade.
- 3.24 “**Trading Day**” means a day on which the recognized Stock Exchanges are open for trading.
- 3.25 “**Trading Window**” means a trading period for trading in Company’s Securities as specified by the Company from time to time.
- 3.26 “**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, amalgamations, acquisitions, de-listings, disposals, scheme of arrangement, or takeover, selling division of whole or substantially whole of the undertaking and expansion of business and such other transactions;
  - (v) changes in key managerial personnel.

Words and expressions used and not defined in the Regulations but defined in the Securities and Exchange Board of India Act, 1992 (15 of 1992), the Securities Contracts (Regulation) Act, 1956 (42 of 1956), the Depositories Act, 1996 (22 of 1996) or the Companies Act, 2013 (18 of 2013) and rules and regulations made thereunder shall have the meanings respectively assigned to them in those legislation.

#### **4. COMPLIANCE OFFICER – DUTIES AND RESPONSIBILITIES**

- 4.1 The Compliance Officer shall administer the Code of Conduct; monitor the compliance and other requirements under these Regulations.
- 4.2 The Compliance Officer shall report on insider trading to the Board of Directors of the Company and in particular, shall provide reports to the Chairman of the Audit Committee, if any, or to the Chairman of the Board of Directors at such frequency as may be stipulated by the Board of Directors, but not less than once in a year.
- 4.3 The Compliance Officer shall review and approve the trading plans as submitted by Designated Person and notify the same to Stock Exchanges on which securities are listed.
- 4.4 The Compliance Officer shall assist the Board of Directors of the Company to specify the Designated Person to be covered by such Code on the basis of their role and function in the organization. While deciding the list of Designated Person, due regard shall be had to the access that such role and function would provide to Unpublished Price Sensitive Information in addition to seniority and professional designation.
- 4.5 The Compliance Officer shall determine the dates for closure of trading window if he / she is in view that Designated Person or class of Designated Person can reasonably be expected to have possession of Unpublished Price Sensitive Information. Designated Person and their Immediate Relative shall not trade in Securities when Trading Window is closed.
- 4.6 The Compliance Officer shall also determine the timing for re-opening of the Trading Window after taking into account various factors including the Unpublished Price Sensitive Information in question becoming generally available and being capable of assimilation by the market, which in any event shall not be earlier than forty-eight hours after the information becomes generally available.  
  
The trading restriction period can also be made applicable from the end of every quarter till forty-eight hours after the declaration of financial results. The gap between clearance of accounts by Audit Committee and Board Meeting should be as narrow as possible and preferably on the same day to avoid leakage of material information.
- 4.7 The Compliance Officer shall confidentially maintain a list of such securities as a “restricted list” which shall be used as the basis for approving or rejecting applications for pre-clearance of trades.
- 4.8 The Compliance Officer shall give due notice to the Insider whom UPSI has been provided for legitimate purpose to maintain confidentiality of UPSI.
- 4.9 Prior to approving any trades, the Compliance Officer shall be entitled to seek declarations to the effect that the applicant for pre-clearance is not in possession of any Unpublished Price Sensitive Information. The Compliance Officer shall also have regard to whether any such declaration is reasonably capable of being rendered inaccurate.

4.10 The Compliance Officer shall assist all employees in addressing any clarifications regarding the Securities & Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the Company's Code of Conduct.

4.11 The Compliance Officer shall maintain

- a) Updated list of Designated Person,
- b) record of disclosures and pre-clearance applications and undertakings for a period of five years.

4.12 In case the Compliance Officer is not available either on account of his / her being on leave or on his / her being away from the Corporate Office of the Company for a period of 7 days or more, he / she shall delegate his / her authority to any executive as he / she may deem fit an appropriate who shall act as Compliance Officer during the period of his / her absence.

## **5. PRESERVATION OF PRICE SENSITIVE INFORMATION**

5.1 All Insider, who are essentially in possession of Unpublished Price Sensitive Information, are under the obligation to handle such information with care and deal with the information (in their possession) when transacting their business strictly on need to know basis.

5.2 No Insider shall communicate, provide, or allow access to any Unpublished Price Sensitive Information relating to the Company to any person including other Insider except where such communication is in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.

5.3 All information shall be handled within the Company on a need-to-know basis and no Unpublished Price Sensitive Information shall be communicated to any person except in furtherance of the insider's legitimate purposes, performance of duties or discharge of his legal obligations. The procedure and process for permitting any Designated Person to "Cross the Wall" shall be followed in accordance with point no. 10 of this Code.

5.4 Unpublished Price Sensitive Information may be communicated, provided, allowed access to or procured, in connection with a transaction which entails:

- an obligation to make an open offer under the Takeover Regulations where the Board of Directors of the Company is of informed opinion that the proposed transaction is in the best interests of the Company; or
- not attracting the obligation to make an open offer under the Takeover Regulations but where the Board of Directors of the Company is of informed opinion that the proposed transaction is in the best interests of the Company and the information that constitute unpublished price sensitive information is disseminated to be made generally available at least two trading days prior to the proposed transaction being effected in such form as the Board of Directors may determine.



However, the Board of Directors shall require the parties to execute agreements to contract confidentiality and non-disclosure obligations on the part of such parties and such parties shall keep information so received confidential, except for the limited purpose and shall not otherwise trade in securities of the Company when in possession of unpublished price sensitive information.

- 5.5 Any Insider who induces or unlawfully procures unpublished price sensitive information, which is not in furtherance of one's legitimate duties and discharge of obligations, would be illegal.
- 5.6 All non-public information directly received by any employee should immediately be reported to the head of the department.
- 5.7 Files containing confidential information shall be kept secure. Computer files must have adequate security of login and password, etc.

## **6. PREVENTION OF MISUSE OF "UNPUBLISHED PRICE SENSITIVE INFORMATION"**

- 6.1 No Insider shall trade in securities of the Company when in possession of Unpublished Price Sensitive Information. An Insider who has traded in securities has been in possession of Unpublished Price Sensitive Information, his trades would be presumed to have been motivated by the knowledge and awareness of such information in his possession.

Provided that the Insider may prove his innocence by demonstrating the following circumstances:

- 6.1.1 the transaction is an off-market inter-se transfer between Insiders who were in possession of the same unpublished price sensitive information without being in breach of Regulations 3 and both parties had made a conscious and informed trade decision;
- 6.1.2 the transaction was carried out through the block deal window mechanism between persons who were in possession of the Unpublished Price Sensitive Information without being in breach of Regulations 3 and both parties had made a conscious and informed trade decision;
- 6.1.3 the transaction in question was carried out pursuant to a statutory or regulatory obligation to carry out a bona fide transaction;
- 6.1.4 the transaction in question was undertaken pursuant to the exercise of stock options in respect of which the exercise price was pre-determined in compliance with applicable regulations;
- 6.1.5 in the case of non-individual insiders: (i) who were in possession of such unpublished price sensitive information were different from the individuals taking trading decisions and such decision-making individuals were not in possession of such unpublished price sensitive information when they took the decision to trade;  
  
(ii) appropriate and adequate arrangements were in place to ensure that this Code is not violated and no unpublished price sensitive information was communicated by the individuals possessing the information to the individuals taking trading decisions and there is no evidence of such arrangements having been breached; and

6.1.6 the trades made by Insider were pursuant to a trading plan submitted to the Company.

6.2 In the case of Connected Person the onus of establishing, that they were not in possession of Unpublished Price Sensitive Information, shall be on such Connected Person and in other cases, the onus would be on SEBI.

## **7. TRADING PLAN**

### **7.1 Trading Plan:**

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

The above Trading Plan would provide an opportunity to the Insider, who may be perpetually in possession of Unpublished Price Sensitive Information and enabling them to trade in securities in a compliant manner. This would enable the formulation of a Trading Plan by an Insider to enable him / her to plan for trades to be executed in future. By doing so, the possession of Unpublished Price Sensitive Information when a trade under a Trading Plan is actually executed would not prohibit the execution of such trades that he / she had pre-decided even before the Unpublished Price Sensitive Information came into being.

### **7.2 Trading Plan shall:**

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

7.3 The Compliance Officer shall review the Trading Plan made as above to assess whether the plan would have any potential for violation of the Regulations and shall then approve it. However, he shall be entitled to take express undertakings as may be necessary to enable such assessment and to approve and monitor the implementation of the plan as per provisions of the Regulations.

Provided that (i) pre-clearance of trades shall not be required for a trade executed as per an approved Trading Plan; and (ii) that trading window norms and restrictions on contra trade shall not be applicable for trades carried out in accordance with an approved Trading Plan.

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

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

7.5 Upon approval of the Trading Plan, the Compliance Officer shall notify the plan to the stock exchanges on which the securities are listed.

## **8. TRADING WINDOW AND WINDOW CLOSURE**

8.1 Designated Person may execute trade subject to compliance with the Regulations. Towards this end, a notional Trading Window shall be used as an instrument of monitoring trading by Designated Person. The Trading Window shall be closed when the Compliance Officer determines that a Designated Person or class of Designated Person can reasonably be expected to have possession of Unpublished Price Sensitive Information. Such closure shall be imposed in relation to such securities to which such Unpublished Price Sensitive Information relates. Designated Person and their Immediate Relative shall not trade in securities when the Trading Window is closed.

The trading restriction period is applicable from the end of every quarter till forty-eight hours after the declaration of financial results. The gap between clearance of accounts by Audit Committee and Board Meeting should be as narrow as possible and preferably on the same day to avoid leakage of material information.

8.2 The trading window is a period where Designated Person and their Immediate Relative cannot trade in the securities of the Company.

8.3 Trading Window shall be closed during the following periods:

8.3.1 The Compliance Officer shall close the Trading Window not entail trading for the period between the twentieth trading day prior to the last day of any financial period for which results are required to be announced by the issuer of the securities and the second trading day after the disclosure of such financial results.

8.3.2 Trading Window shall be closed from the date of circulation of the agenda for the meeting of the Board of Directors in which any material, price sensitive and unpublished event, including the following, are proposed:

- a) Declaration of Financial Results;
- b) Declaration of Dividends;

- c) Change in capital structure;
- d) Buy back and splitting of securities
- e) Change in key managerial personnel;
- f) Significant expansion plans or new projects
- g) Acquisition, amalgamation, merger, de-mergers, takeover of companies businesses;
- h) Disposal of whole or substantially the whole of the undertaking;
- i) Significant changes in plans or operations of the Company;
- j) Material events in accordance with Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015; and
- k) Any other matter as may be prescribed under the Listing Regulations and/or Corporate Law to be price sensitive, from time to time

The Trading Window shall open forty-eight hours after close of the Board meeting at which decisions in respect of the above events are taken or after the information in respect of the above events is made public, whichever is later.

- 8.4 The Trading Window shall be, inter alia, closed seven days prior to and during the time the Unpublished Price Sensitive Information is published.
- 8.5 When the Trading Window is closed, the Designated Persons and their Immediate Relative shall not trade in the Company's securities in such period.
- 8.6 All Insider shall conduct all their dealings in the securities of the Company only in a valid Trading Window and shall not deal in any transaction involving the purchase or sale of the Company's securities during the periods when the Trading Window is closed, or during any other period as may be specified by the Company from time to time.
- 8.7 In case of ESOPs, exercise of option may be allowed in the period when the Trading Window is closed. However, sale of shares allotted on exercise of ESOPs shall not be allowed when trading is closed.
- 8.8 The Compliance Officer shall determine the timing for re-opening of the Trading Window after taking into account various factors including the Unpublished Price Sensitive Information in question becoming generally available and being capable of assimilation by the market, which in any event shall not be earlier than forty-eight hours after the information becomes generally available.
- 8.9 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 etc., assisting or advising the Company.
- 8.10 Creation of pledge is allowed when Trading Window is closed. However, the pledgor or pledgee may demonstrate that the creation of pledge was bona fide and prove their innocence under proviso to sub-regulation (1) of regulation 4 of the Regulations.

## **9. PRE-CLEARANCE OF TRADES**

9.1 All Designated Person, who intend to deal in the securities of the Company when the Trading Window is open, whether in one transaction or a series of transactions over any calendar quarter, and if the value of the proposed trades is upto Rs. 10 lakhs (market value), should pre-clear the transaction. However, no Designated Person shall be entitled to apply for pre-clearance of any proposed trade if such Designated Person is in possession of Unpublished Price Sensitive Information even if the Trading Window is not closed and hence he / she shall not be allowed to trade.

Provided that the pre-clearance is not applicable for subscription to the stock grants upon its vesting. However for any subsequent sale of shares acquired under Employee Stock Options Plans / Schemes (ESOPs), pre-clearance shall be applicable as per limits prescribed as above.

The pre-dealing procedure shall be hereunder:

- (i) An application may be made in the prescribed Form (Annexure 1) to the Compliance Officer indicating the estimated number of securities that the Designated Person intends to deal in, the details as to the depository with which he has a security account, the details as to the securities in such depository mode and such other details as may be required by any rule made by the Company in this behalf.
- (ii) An undertaking (Annexure 2) shall be executed in favour of the Company by such Designated Person incorporating, inter alia, the following clauses, as may be applicable:
  - (a) That the Designated Person and their Immediate Relative does not have any access or has not received “Price Sensitive Information” up to the time of signing the undertaking.
  - (b) That in case the Designated Person and their Immediate Relative has access to or receives “Price Sensitive Information” after the signing of the undertaking but before the execution of the transaction he / she shall inform the Compliance Officer of the change in his position and that he / she would completely refrain from dealing in the securities of the Company till the time such information becomes public.
  - (c) That he / she has not contravened the code of conduct for prevention of insider trading as notified by the Company / SEBI from time to time.
  - (d) That he / she has made a full and true disclosure in the matter.
- (iii) All Designated Person and their Immediate Relative shall execute their order in respect of securities of the Company within seven days after the approval of pre-clearance is given (Annexure 3). The Designated Person shall file within two days of the execution of the deal, the details of such deal with the Compliance Officer in the prescribed form. In case the transaction is not undertaken, a report to that effect shall be filed (Annexure 4).

If the order is not executed within seven days after the approval is given, the employee / director must pre-clear the transaction again.

- (iv) All Designated Person who buy or sell any number of shares of the Company shall not enter into an opposite transaction i.e. sell or buy any number of shares during the next six months following the prior transaction. All Designated Person shall also not take positions in

derivative transactions in the shares of the Company at any time. In case of any contra trade be executed, inadvertently or otherwise, in violation of such a restriction, the profits from such trade shall be liable to be disgorged for remittance to the Securities and Exchange Board of India (SEBI) for credit to the Investor Protection and Education Fund administered by SEBI under the Act.

In case of subscription in the primary market (initial public offers), the above mentioned entities shall hold their investments for a minimum period of thirty days. The holding period would commence when the securities are actually allotted.

- (v) The Compliance Officer may waive off the holding period in case of sale of securities in personal emergency after recording reasons for the same. However, no such sale will be permitted when the Trading Window is closed.

9.2 This Code is also applicable to Insider who engage Portfolio Managers to trade in shares and hence the Insider are expected to take due precaution while trading in securities through Portfolio Managers by:

- (i) Informing Portfolio Managers about closure of Trading Window.
- (ii) Ensuring to seek pre-clearance, wherever applicable, when the Portfolio Manager proposes to trade in the Company's shares exceeding threshold limit and also make continual disclosures, wherever applicable, as provided in this Code.
- (iii) Ensuring that the Portfolio Manager abides by the requirement of minimum holding period and not do contra trade as provided in this Code.
- (iv) Prohibiting the Portfolio Manager to trade in securities of the Company at his own discretion or when the Insider is in possession of Unpublished Price Sensitive Information.

Despite the above, if any trading is done by Portfolio Managers, it will be treated as trading done by the Insider, and therefore the Insider will be held responsible for any such non-compliance and subject to such penalties as specified in this Code.

## **10. CHINESE WALL**

10.1 To prevent misuse of Confidential Information, the Company shall strive maintaining a "Chinese Wall" which separates the areas within the Company, which routinely have access to Confidential Information, considered "Inside Areas" from those Areas which deal with Sale / Marketing / Investment Advise or other Departments providing Support Services, considered "Public Areas".

10.2 The Insider in the Inside Areas shall not communicate any Price Sensitive Information to anyone in Public Area.

10.3 Demarcation of the various Departments as Inside Area may be implemented by the Company.

10.4 In exceptional circumstances, Employees from the Public Areas may be brought “Cross the Wall” and given Confidential Information on the basis of “Need to Know” criteria, under intimation to the Compliance Officer.

## **11. OTHER RESTRICTIONS**

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

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

11.3 The disclosures made under this Code shall be maintained for a period of five years.

## **12. REPORTING REQUIREMENTS FOR TRANSACTIONS IN SECURITIES**

### **Initial Disclosure**

12.1 Every Promoter / Member of Promoter Group / Key Managerial Personnel / Director / Officers / Designated Persons of the Company, within thirty days of these Regulations taking effect, shall forward to the Company the details of all holdings in securities of the Company presently held by them including the statement of holdings of dependent family members in the prescribed Form A (Annexure 5).

12.2 Every person on appointment as a Key Managerial Personnel or a Director of the Company or upon becoming a Promoter or Member of Promoter Group shall disclose his holding of securities of the Company as on the date of appointment or becoming a Promoter or Member of Promoter Group, to the Company within seven days of such appointment or becoming a Promoter or Member of Promoter Group in Form B (Annexure 6).

### **Continual Disclosure**

12.3 Every promoter, member of promoter group, designated person and director of the Company shall disclose to the Company the number of such securities acquired 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. 10,00,000/- (Rupees Ten Lakhs only) in Form C (Annexure 7).

### **Disclosure by other Connected Persons**

12.4 The Compliance Officer may ask any other connected person or class of connected persons to make disclosures of holdings and trading in securities of the company in such form and at such frequency as may be determined by the Compliance Officer of the Company or Board of Directors of the Company in order to monitor compliance with the Regulations in Form D (Annexure 8).



### **Disclosure by Designated Person**

12.5 The Designated Person shall disclose the following information (in a format as may be prescribed by the Company), one time basis, to the Company, within fifteen days from the date on which this Code shall become effective;

- (i) his / her Phone and mobile numbers
- (ii) his / her Permanent Account Number or any other identifier authorized by law

12.6 The Designated Person shall disclose the following information (in a format as may be prescribed by the Company), on annual basis, to the Company, within thirty days from the end of the Financial Year and on continual disclosure basis, as and when the information changes within five days of such change

- (i) Name of Immediate Relatives
- (ii) Persons with whom such Designated Person(s) shares a Material Financial Relationship
- (iii) Permanent Account Number or any other identifier authorized by law of (i) and (ii)
- (iv) Phone and mobile numbers of (i) and (ii)
- (v) Names of educational institutions from which Designated Person has graduated
- (vi) Names of their past employers on a one time basis.

Explanation: “**Material Financial Relationship**” shall mean a relationship as 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.”

### **13. DISCLOSURE BY THE COMPANY TO THE STOCK EXCHANGE(S)**

13.1 Within two trading days of the receipt of intimation under Clause 12.3, the Compliance Officer shall disclose to all Stock Exchanges on which the Company is listed, the information received.

### **14. DISSEMINATION OF PRICE SENSITIVE INFORMATION**

14.1 No information shall be passed by Designated Person by way of making a recommendation for the purchase or sale of securities of the Company.

14.2 Disclosure / dissemination of Price Sensitive Information with special reference to analysts, media persons and institutional investors:

The following guidelines shall be followed while dealing with analysts and institutional investors:

- Only public information to be provided.
- At least two Company representatives be present at meetings with analysts, media persons and institutional investors.



- Unanticipated questions may be taken on notice and a considered response given later. If the answer includes price sensitive information, a public announcement should be made before responding.
- Simultaneous release of information after every such meet.

## **15. REPORTING TO THE BOARD AND MAINTENANCE OF DISCLOSURES**

- 15.1 The Compliance Officer shall place before the Chairman of the Company, on a quarterly basis, details of trading in the Company's Securities by the Designated Person and the accompanying documents that such persons had executed under the pre-clearance procedure as envisaged under this Code.
- 15.2 The Compliance Officer shall maintain records of all the declarations in appropriate forms given by the Designated Person for a minimum period of five years.
- 15.3 The Secretarial Section shall acknowledge receipt of the declaration form received.

## **16. PENALTY FOR NON-COMPLIANCE**

Any Insider who trades in securities in contravention of the provisions of this Code or the Securities & Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 shall be guilty of insider trading and shall be inter-alia liable for punishment and penalty as mentioned in this Code and the Securities & Exchange Board of India Act, 1992, as mentioned below.

## **17. PENALTY FOR CONTRAVENTION OF THE CODE OF CONDUCT**

- 17.1 Every Designated Person shall be individually responsible for complying with the provisions of this Code (including to the extent the provisions hereof are applicable to and their Immediate Relative).
- 17.2 Any Designated Person and their Immediate Relative 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.
- 17.3 Designated Person and their Immediate Relative who violates this Code shall also be subject to penal and/or disciplinary action by the Company, which may include wage freeze, suspension, ineligibility for future participation in employee stock option plans, freeze on increment / promotion, demotion, employment termination, recovery, clawback, etc.
- 17.4 The action by the Company shall not preclude SEBI from taking any action in case of violation of SEBI (Prohibition of Insider Trading) Regulations, 2015.

## **18. AMENDMENT OF THE CODE**

The decision of the Board of Directors of the Company with regard to any or all matters relating to this Code shall be final and binding on all concerned. The Board of Directors of the Company shall have the power to modify, amend or replace this Code in part or full as may be thought fit from time to time in their absolute discretion pursuant to any amendments to SEBI (Prohibition of Insider Trading) Regulations, 2015. Any subsequent amendment / modification in the Companies Act, 2013 or the Rules framed thereunder or the Listing Regulations and / or any other laws in this regard shall automatically apply to this Code.

In case of any inconsistency between any of the provisions of the SEBI (Prohibition of Insider Trading) Regulations, 2015 and this Code or in case of any omission of any of the provisions of the SEBI (Prohibition of Insider Trading) Regulations, 2015 in this Code, the provisions of the SEBI (Prohibition of Insider Trading) Regulations, 2015 shall prevail or be applicable, as the case may be.

## **AMENDMENT 1**

### **Pursuant to SEBI (Prohibition of Insider Trading) (Amendment) Regulations 2018**

#### **19. NEW POLICY FOR DETERMINATION OF “LEGITIMATE PURPOSES FOR SHARING UPSI”**

The Board of Directors of Zicom shall formulate, approve and implement a policy for determination of “Legitimate purposes for sharing UPSI” as a part of “Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information” which shall be in sync with SEBI (Prohibition of Insider Trading) (Amendment) Regulation, 2018.

#### **20. NEW POLICY OF “PROCEDURE FOR ENQUIRY IN CASE OF LEAK OF UPSI”**

The Managing Director of Zicom shall formulate written policies and procedures for inquiry in case of leak of Unpublished Price Sensitive Information or suspected leak of Unpublished Price Sensitive Information, which shall be approved by Board of Directors of the Company and accordingly initiate appropriate inquiries on becoming aware of leak of Unpublished Price Sensitive Information or suspected leak of Unpublished Price Sensitive Information and inform the Board promptly of such leaks, inquiries and results of such inquiries.

#### **21. IDENTIFICATION OF UPSI AND MAINTAINING ITS CONFIDENTIALITY**

All the Unpublished Price Sensitive Information shall be identified and its confidentiality shall be maintained as per the requirements of this Code and SEBI PIT Regulations 2015.

#### **22. DIGITAL DATABASE OF PERSONS WITH WHOM UPSI IS SHARED**

The Board of Directors shall ensure that a structured digital database is maintained containing the names of such persons or entities as the case may be with whom information is shared under SEBI PIT Regulations 2015 and this Code 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 such as time stamping and audit trails to ensure non-tampering of the database.

#### **23. PROCESS FOR HOW AND WHEN PEOPLE ARE BROUGHT ‘INSIDE’ ON SENSITIVE TRANSACTIONS**

The Compliance Officer in consultation with Managing Director of the Company shall decide on how and when any person(s) should be brought ‘inside’ on any proposed or ongoing sensitive transaction(s).

A person(s) shall be brought inside on any proposed or ongoing sensitive transaction(s) of the Company who may be an existing or proposed partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, insolvency professionals or other advisors or consultants, etc. for legitimate purpose which shall include the following:

- (i) in the ordinary course of business;
- (ii) in furtherance of performance of duty(ies);
- (iii) for discharge of legal obligation(s);
- (iv) for any other genuine or reasonable purpose as may be determined by the Compliance Officer;
- (v) for any other purpose as may be prescribed under the Securities Regulations or Company Law or any other law for the time being in force, in this behalf, as may be amended from time to time.

#### **24. INTIMATION OF DUTIES AND RESPONSIBILITIES AND THE LIABILITY TO THE PERSON(S) WHO HAS / HAVE BEEN BROUGHT 'INSIDE' ON SENSITIVE TRANSACTION(S)**

Any person(s) who has / have been brought inside on any proposed and / or ongoing sensitive transaction(s) and in receipt of Unpublished Price Sensitive Information shall be considered an "Insider" for purposes of this Code and due notice shall be given to such persons, in the format as set out in by the Compliance Officer in consultation with Managing Director of the Company;

- (i) To make aware such person that the information shared is or would be confidential;
- (ii) To instruct such person to maintain confidentiality of such Unpublished Price Sensitive Information in compliance with SEBI PIT Regulations 2015.
- (iii) To make aware to such person the duties and responsibilities attached to the receipt of such information and the liability attached to misuse or unwarranted use of such information.

#### **25. INTERNAL CONTROL SYSTEM**

The Compliance Officer / Managing Director of the Company shall put in place adequate and effective system of internal controls to ensure compliance with the requirements given in this Code and SEBI PIT Regulations 2015 to prevent insider trading.

#### **26. REVIEW OF COMPLIANCES OF THIS CODE AND VERIFICATION OF INTERNAL CONTROL SYSTEM**

The Audit Committee of the Company shall review compliance with the provisions of this Code and SEBI PIT Regulations 2015 at least once in a Financial Year and shall verify that the systems for internal control are adequate and are operating effectively.

(This Code was approved by the Board of Directors at its Meeting held on February 10, 2015 and first amendment approved at its Meeting held on February 12, 2019)

**ANNEXURE 1**

**SPECIMEN OF APPLICATION FOR PRE-CLEARANCE APPROVAL**

Date:

To,  
The Compliance Officer  
**Zicom Electronic Security Systems Limited**  
501, Silver Metropolis, Western Express Highway,  
Goregaon (E), Mumbai 400063.

Dear Sir / Madam,

**Application for Pre-clearance approval in securities of the Company**

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

1	Name of the Applicant	
2	Designation	
3	Number of securities held as on date	
4	Folio No. / DP ID / Client ID	
5	Proposal for	a) Purchase of securities b) Subscription of securities c) Sale of securities
6	Proposed date of dealing in securities	
7	Estimated number of securities proposed to be acquired / subscribed / sold	
8	Price at which transaction is proposed	
9	Current market price (as on date of application)	
10	Whether the proposed transaction will be through Stock Exchange or off-market deal	
11	Folio No. / DP ID / Client ID where the securities will be credited / debited	

I enclose herewith the Undertaking signed by me.

Yours faithfully,

\_\_\_\_\_  
(Name of Designated Person)



## ANNEXURE 2

### FORMAT OF UNDERTAKING TO BE ACCOMPANIED WITH THE APPLICATION FOR PRE-CLEARANCE

#### UNDERTAKING

To,  
The Compliance Officer  
**Zicom Electronic Security Systems Limited**  
501, Silver Metropolis, Western Express Highway,  
Goregaon (E), Mumbai 400063.

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

I further declare that I am not in possession of or otherwise privy to any Unpublished Price Sensitive Information [as defined in the Company's Code of Conduct for Prevention of Insider Trading (the Code)] up to the time of signing this Undertaking.

In the event that I have access to or received any information that could be construed as "Price Sensitive Information" as defined in the Code, after the signing of this Undertaking but before executing the transaction for which approval is sought, I shall inform the Compliance Officer of the same and shall completely refrain from dealing in the shares of the Company until such information becomes public.

I declare that I have not contravened the provisions of the Code as notified by the Company from time to time.

I undertake to submit the necessary report within 2 days of execution of the transaction / a 'Nil' report if the transaction is not undertaken.

If approval is granted, I shall execute the deal within 7 days of the receipt of approval failing which I shall again seek pre-clearance.

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

Date:

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

\* Indicate number of shares



### ANNEXURE 3

#### FORMAT FOR PRE-CLEARANCE ORDER

To,  
Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Place : \_\_\_\_\_

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

In case you do not execute the approved transaction / deal on or before the aforesaid date you would have to again seek fresh pre-clearance before executing any transaction / deal in the securities of the Company. Further, you are required to file the details of the executed transactions in the attached format within 2 days from the date of transaction / deal. In case the transaction is not undertaken a 'Nil' report shall be submitted to the Company, immediately after expiry of the 7 days as mentioned above.

Yours faithfully,

For **Zicom Electronic Security Systems Limited**

**Compliance Officer**

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

Encl: Format for submission of details of transaction

**Note:**

- a) Please provide all the information. Incomplete forms will not be accepted.
- b) Please ensure that you have not made any opposite transaction within previous 6 months.



#### ANNEXURE 4

#### FORMAT FOR DISCLOSURE OF TRANSACTIONS

(To be submitted within 2 days of transaction / dealing in securities of the Company)

To,  
The Compliance Officer  
**Zicom Electronic Security Systems Limited**  
501, Silver Metropolis, Western Express Highway,  
Goregaon (E), Mumbai 400063.

I hereby inform that I

- have not bought / sold / subscribed any securities of the Company
- have bought / sold / subscribed to \_\_\_\_\_ securities as mentioned below on \_\_\_\_\_ (date)

Name of holder	No. of securities dealt with	Bought / sold / subscribed	DP ID / Client ID / Folio No	Price (Rs.)

In connection with the aforesaid transaction(s), I hereby undertake to preserve, for a period of 3 years and produce to the Compliance Officer / SEBI any of the following documents:

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

I agree to hold the above securities for a minimum period of six (6) months. In case there is any urgent need to sell these securities within the said period, I shall approach the Compliance Officer for necessary approval. *(applicable in case of purchase / subscription).*

I declare that the above information is correct and that no provisions of the Company's Code and / or applicable laws / regulations have been contravened for effecting the above said transactions(s).

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

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

Name:

Designation:



**ANNEXURE 5**

**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]

Name of the Company: **Zicom Electronic Security Systems Limited**

ISIN of the Company: **INE 871B01014**

**Details of Securities held by Promoter, 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 relatives / others, etc)	Securities held as on the date of Regulation coming into force		% of Shareholding
		Type of Security (For e.g. – Shares, Warrants, Convertible Debentures, etc.)	No.	
1	2	3	4	5

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

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

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

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

Name & Signature:

Designation:

Date:

Place:

**ANNEXURE 6**

**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]

Name of the Company: **Zicom Electronic Security Systems Limited**

ISIN of the Company: **INE 871B01014**

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

Name, PAN, CIN / DIN & Address with Contact Nos.	Category of Person (Promoters / KMP / Directors / immediate relatives / to/other, etc)	Date of appointment of Director / KMP OR Date of becoming Promoter	Securities held at the time of becoming Promoter / appointment of Director / KMP		% of Shareholding
			Type of Security (For e.g. – Shares, Warrants, Convertible Debentures, etc.)	No.	
1	2	3	4	5	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 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
7	8	9	10	11	12

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

Name & Signature:

Designation:

Date:

Place:

**ANNEXURE 7**

**FORM C**

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

Name of the Company: **Zicom Electronic Security Systems Limited**

ISIN of the Company: **INE 871B01014**

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

Name, PAN, CIN / DIN & Address with Contact Nos.	Category of Person (Promoters / KMP / Directors / immediate relatives / 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 e.g. – Shares, Warrants, Convertible Debentures, etc.)	No. and % of shareholding	Type of Security (For e.g. – Shares, Warrants, Convertible Debentures, etc.)	No.	Value	Transaction Type (Buy / Sale / Pledge / Revoke / Invoke)	Type of Security (For e.g. – 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:

Date:

Place:

**ANNEXURE 8**

**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]

Name of the Company: **Zicom Electronic Security Systems Limited**

ISIN of the Company: **INE 871B01014**

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

Name, PAN, CIN / DIN & Address with Contact Nos. of other connected persons as identified by the company	Connection with the Company	Securities held prior to acquisition / disposal		Securities acquired / disposed				Securities held post acquisition/disposal		Date of allotment advice / acquisition of shares / 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 e.g. – Shares, Warrants, Convertible Debentures, etc.)	No. and % of shareholding	Type of Security (For e.g. – Shares, Warrants, Convertible Debentures, etc.)	No.	Value	Transaction Type (Buy / Sale / Pledge / Revoke / Invoke)	Type of Security (For e.g. – Shares, Warrants, Convertible Debentures, etc.)	No. and % of shareholding	From	To		
1	2	3	4	5	6	7	8	9	10	11	12	13	14

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

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

Trading in derivatives (Specify type of contract, futures or options, etc.)						Exchange on which the trade was executed
Type of Contract	Contract specifications	Buy		Sell		
		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: