



CHEMPLAST SANMAR LIMITED

Registered Office: 9. Cathedral Road, Chennai 600 086
CIN: U24230TN1985PLC011637

CODE OF CONDUCT FOR PREVENTION OF INSIDER TRADING

AND

CODE OF FAIR DISCLOSURE

I. PREAMBLE

Insider trading means and includes subscribing, redeeming, switching, buying, selling, dealing, or agreeing to subscribe, redeem, switch, buy, sell, deal in any securities of a company listed or traded on any stock exchange in India based on, or when in possession of, unpublished price sensitive information.

With a view to govern the conduct of insiders on matters relating to insider trading, the Securities and Exchange Board of India (SEBI) had formulated SEBI (Prohibition of Insider Trading) Regulations, 2015 (the Regulation) and amended from time to time.

Regulation 9 of the PIT regulations mandates that the board of directors of every listed company shall ensure that the chief executive officer or managing director shall formulate a code of conduct with their approval to regulate, monitor and report trading by its designated persons and immediate relatives of designated persons towards achieving compliance with these regulations, adopting the minimum standards set out in Schedule B to the Regulations.

Accordingly, Chemplast Sanmar Limited (CSL or the Company) has formulated this Code of Conduct for Prevention of Insider Trading ("Code"). All the Directors and Designated Persons of the Company are governed by the Code. The Code came into effect on 23rd August 2021 and subsequently amended on 13th November, 2025 as approved by the Board of Directors at its meeting held on 13th November, 2025.

II. DEFINITION

- A. "**Act**" means the Securities and Exchange Board of India Act, 1992.
- B. "**Board**" means the Board of Directors of the Company.
- C. "**The Code**" means this Code of Conduct for Regulating, Monitoring and Reporting by Insiders under SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time.
- D. "**Company**" means Chemplast Sanmar Limited.
- E. "**Compliance Officer**" means the Company Secretary or such other senior officer designated so, reporting to the Board of Directors, who is financially literate and is capable of appreciating requirements for legal & regulatory compliance under these regulations and who shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of unpublished price sensitive information, monitoring of trades and the implementation of the codes specified in these regulations under the overall supervision of the Board of Directors of the Company.

F. **“Connected Person”** means:

- i. any person who is or has been, during the six months prior to the concerned act, associated with a company, in any capacity, directly or indirectly, 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 holds any position including a professional or business relationship, whether temporary or permanent, with the Company, that allows such a 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. a 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 recognized 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 relative or banker of the Company, has more than ten per cent, of the holding or interest.
 - k. a firm or its partner or its employee in which a connected person specified in sub-clause (i) of clause (F) is also a partner; or
 - l. a person sharing household residence with a connected person specified in sub-clause (i) of clause (F)

G. **Designated Persons**(s) shall include:

- i. Every Promoter of the Company;
- ii. Promoter Group;
- iii. All directors of the Company and their office staff who are in possession of unpublished price sensitive information (UPSI) including those who maintains records;
- iv. Every Director of the promoter company;
- v. Every Director of the holding company of the promoter company;
- vi. Every Director of subsidiary company;
- vii. Employee upto two levels below Managing Director of the Company and its Material Subsidiary as may be identified from time to time based on their role and function have access to UPSI;
- viii. Every person in the Secretarial, Insurance, Taxation, Finance and Accounts, IT and legal department irrespective of their role, designation etc; who have access to Unpublished Price Sensitive Information;
- ix. Any other employee or person as may be determined by the Board or Compliance Officer from time to time who are deemed to have access to UPSI; and
- x. Immediate Relatives of all the above persons.

H. **“Director”** means the Director as defined under the Companies Act, 2013.

I. **“Employee”** means every employee of the Company whether permanent or contractual basis including the Directors in the employment of the Company.

J. **“Financially Literate”** means 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.

K. **“Generally available Information”** means information that is accessible to the public on a non- discriminatory basis and shall not include unverified event or information reported in print or electronic media

L. **“Immediate relative”** means (i) 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 or (ii) any other person staying with you.

M. **“Insider”** means any person who is:

- a. a connected person; or
- b. in possession of or having access to unpublished price sensitive information.

- N. **“Key Managerial Personnel (KMPs)”** as per Section 203 of the Companies Act, 2013:
- a. Managing Director or Chief Executive Officer or manager and in their absence, a whole time director;
 - b. Chief Financial Officer; and
 - c. Company Secretary;
- O. **“Legitimate Purpose”** shall include sharing of unpublished price sensitive information in ordinary course of business by an Insider with Partners, Collaborators/ Lenders, Customers, Suppliers, Merchant Banker, Legal Advisors, Auditors, Insolvency Professionals or other advisors or consultants provided that such sharing has not been carried out to evade or circumvent the prohibitions of these regulations
- P. **“Managing Director”** means a managing director as defined under the Companies Act, 2013
- Q. **“Promoter” and “Promoter Group”** shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof
- R. “relative” shall mean the following:
- (i) spouse of the person;
 - (ii) parent of the person and parent of its spouse;
 - (iii) sibling of the person and sibling of its spouse;
 - (iv) child of the person and child of its spouse;
 - (v) spouse of the person listed at sub-clause (iii); and
 - (vi) spouse of the person listed at sub-clause (iv)
- S. **“Need to Know basis”** means 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.
- T. **“Stock Exchange”** means National Stock Exchange of India Limited (NSE) and BSE Ltd.
- U. **“Securities”** shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or any modification thereof
- V. **“Takeover regulations”** means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and any amendments thereto;

- W. "**Trading**" means and includes subscribing, redeeming, switching, buying, selling, dealing, or agreeing to subscribe, redeem, switch, buy, sell, deal in any securities, and "trade" shall be construed accordingly.
- X. "**Trading Day**" means a day on which the recognized stock exchanges are open for trading;
- Y. "**Unpublished Price Sensitive Information (UPS)**" means any information relating to a 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 be including but not restricted to, information relating to the following:
- a. Financial results;
 - b. Dividends;
 - c. Change in capital structure;
 - d. mergers, de-mergers, acquisitions, delisting, disposals and expansion of business, award or termination of order / contracts not in the normal course of business and such other transactions;
 - e. changes in key managerial personnel other than due to superannuation or end of term, and resignation of a Statutory Auditor or Secretarial Auditor
 - f. change in rating(s), other than ESG rating(s)
 - g. fund raising proposed to be undertaken
 - h. agreements, by whatever name called, which may impact the management or control of the company
 - i. fraud or defaults by the company, its promoter, director, key managerial personnel or subsidiary or arrest of key managerial personnel, promoter or director of the company, whether occurred within India and abroad.
 - j. resolution plan / restructuring or one time settlement in relation to loans / borrowings from banks / financial institutions
 - k. admission of winding up petition filed by any party / creditors and admission of application by the Tribunal filed by the corporate applicant or financial creditors for initiation of corporate insolvency resolution process against the company as a corporate debtor, approval of resolution plan or rejection thereof under the Insolvency and Bankruptcy Code, 2016
 - l. initiation of forensic audit, by whatever name called, by the company or any other entity for detecting mis-statement in financial statements, misappropriation / siphoning or diversion of funds and receipt of final forensic audit report.
 - m. action(s) initiated or orders passed within India or abroad, by any regulatory, statutory, enforcement authority or judicial body against the company or its directors, key managerial personnel, promoter or subsidiary, in relation to the company.
 - n. outcome of any litigation(s) or dispute(s) which may have an impact on the company.
 - o. giving of guarantees or indemnity or becoming a surety, by whatever name called, for any third party, by the company not in the normal course of business.

- p. granting, withdrawal, surrender, cancellation or suspension or key licenses or regulatory approvals.

Explanation 1 – For the purpose of sub-clause (i)

- a. “Fraud” shall have the same meaning as referred to in Regulation 2(1)(c) of Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relation to Securities Market) Regulations, 2003
- b. “Default” shall have the same meaning as referred to in Clause 6 of paragraph A of Part A of Schedule III of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015

Explanation 2 – For identification of events (a) to (m) enumerated in this clause as UPSI, the guidelines for materiality referred at paragraph A of Part A of Schedule III of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (SEBI LODR, 2015) as may be specified by Securities and Exchange Board of India (SEBI) from time to time should be adhered to.

For events (n) to (p) enumerated in this clause as UPSI, materiality as referred at paragraph B of Part A of Schedule III of SEBI LODR, 2015, shall be applicable.

Guidelines for events (a) to (m) enumerated above:

Events shall be disclosed without any application of the guidelines for materiality as specified in sub-regulation (4) of regulation 30 of SEBI LODR, 2015.

Guidelines for events (n) to (p)

Events shall be disclosed upon application of the guidelines for the materiality as specified in sub-regulation (4) of regulation 30 of SEBI LODR, 2015 which are reproduced below:

- (a) the omission of an event or information, which is likely to result in discontinuity or alteration of an event or information already available publicly or
- (b) the omission of an event or information is likely to result in significant market reaction if the said omission came to light at a later date or
- (c) the omission of an event or information, whose value or the expected impact in terms of value, exceeds lower of the following:
- (1) two percent of turnover, as per the last audited consolidated financial statements of the Company;
 - (2) two percent of net worth, as per the last audited consolidated financial statements of the Company, except in case the arithmetic value of the net worth is negative
 - (3) five percent of the average of absolute value of profit or loss after tax, as per the three audited consolidated financial statements of the Company

(d) In case where the criteria specified in sub-clauses (a), (b) and (c) is not applicable, an event or information may be treated as being material if in the opinion of the Board of Directors of the Company, the event or information is considered material;

Z. **“Regulations”** shall mean the Securities & Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and any amendments thereto.

AA. **“Whistle Blower”** means an employee who reports instance of leak of price sensitive information under this Policy.

Terms that have not been defined in this code shall have the same meaning assigned to them in the Act, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and/or any other SEBI Regulation(s) as amended from time to time.

III. Periodical Reporting to Board/Audit Committee

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 & to the Chairman of the Board of Directors at half yearly intervals.

IV. Communication or Procurement of Unpublished Price Sensitive Information

A. All information shall be handled within the organization on a need-to-know basis and no unpublished price sensitive information shall be communicated to any person except in furtherance of the legitimate purposes, performance of duties or discharge of his legal obligations.

B. Unpublished price sensitive information may be communicated, provided, allowed access to or procured, in connection with a transaction which entails:

- a. 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 sharing of such information is in the best interests of the Company; or
- b. 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 sharing of such information 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 to be adequate and fair to cover all relevant and material facts.

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 as mentioned hereinabove and shall not otherwise trade in securities of the Company when in possession of unpublished price sensitive information.

v. Dissemination of “Price Sensitive Information”

- A. No information shall be passed by way of making a recommendation for the purchase or sale of securities of the Company.
- B. The following guidelines shall be followed while dealing with analysts, research personnel, media persons & institutional investors.
 - a. Only public information to be provided.
 - b. Unanticipated questions may be taken on notice and a considered response given later.
 - c. If the answer includes unpublished price sensitive information, a public announcement should be made before responding.

vi. Structured Digital Database

The Board of Directors or head(s) off the organization of every person required to handle unpublished price sensitive information shall ensure that a structured digital database is maintained containing the nature of unpublished price sensitive information and the names of such persons who have shared the information and also the names of such persons with whom the information is shared under this regulation along with the Permanent Account Number or any other identifier authorized by the law where Permanent Account Number is not available. Such database shall not be outsourced and shall be maintained internally with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the database.

Provided that entry of information, not emanating from within the organization, in structured digital data base may be done not later than 2 calendar days from the receipt of such information.

vii. Trading Plan

- A. A Designated Person 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/her behalf in accordance with such plan (Annexure I).
- B. The compliance officer shall approve or reject the trading plan within two trading days of receipt of the trading plan and notify the approved plan to the stock exchanges on which the securities are listed, on the day of approval

C. Trading Plan shall:

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

D. The Compliance Officer shall review the Trading Plan, made as above to assess whether the plan would have any potential for violation of these regulations and shall be entitled to seek such express undertaking as may be necessary to enable such assessment and to approve and monitor the implementation of the plan. After assessing, he may approve the plan. 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.

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

F. trading window norms shall not be applicable for trades carried out in accordance with an approved trading plan.

G. The Trading Plan once approved shall be irrevocable and the Designated Person shall mandatorily have to implement the plan, without being entitled to either execute any trade in the securities outside the scope of the trading plan or to deviate from it except due to permanent incapacity or bankruptcy or operation of law

However, the implementation of the trading plan shall not be commenced, if at the time of formulation of the plan, the Designated Person 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 Plan shall be deferred until such unpublished price sensitive information becomes generally available information.

Provided further that if the insider has set a price limit for a trade under sub-clause B (c) of clause V above, the insider shall execute the trade only if the execution price of the security is within such limit. If price of the security is outside the price limit set by the insider, the trade shall not be executed.

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

- i. The insider shall intimate non-implementation (full/partial) of trading plan to the compliance officer within two trading days of end of tenure of the trading plan with reasons thereof and supporting documents, if any.
- ii. Upon receipt of information from the insider, the compliance officer, shall place such information along with his recommendation to accept or reject the submissions of the insider, before the Audit Committee in the immediate next meeting. The Audit Committee shall decide whether such non-implementation (full/partial) was bona fide or not.
- iii. The decision of the Audit Committee shall be notified by the compliance officer on the same day to the stock exchanges on which the securities are listed.
- iv. In case the Audit Committee does not accept the submissions made by the insider, then the compliance officer shall take action as per the Code of Conduct.

VIII. Trading Window

- A. The trading period i.e. the trading period of the stock exchanges, called “trading window”, is available for trading in the Company’s securities.
 1. The trading window shall be, inter alia, closed during the following periods:

For Board meetings to be held for consideration of quarterly/annual financial results: starting from close of every quarter and upto 2nd trading days after communication of the decision of the Board to the Stock Exchanges.

| For Quarter Ended | Time Period |
|----------------------------|---|
| 31 st March | With effect from April 1 st till 2 nd trading day after communication of results to Stock Exchanges |
| 30 th June | With effect from July 1 st till 2 nd trading day after communication of results to Stock Exchanges |
| 30 th September | With effect from October 1 st till 2 nd trading day after communication of results to Stock Exchanges |
| 31 st December | With effect from January 1 st till 2 nd trading day after communication of results to Stock Exchanges |

For any other Board meeting: starting as soon as the day on which the date of Board meeting is finalized and communicated to Stock Exchanges, whichever is later and upto 2nd trading day after communication of the decision of the Board to the Stock Exchanges.

For any Unpublished Price Sensitive Information not emanating from within the Company, trading window may not be closed.

2. All Designated Persons shall, subject to VIII below, conduct their dealings in the securities of the Company only in a valid trading window and shall not deal in any transaction involving purchase or sale of the Company's securities during the periods when the trading window is closed, as referred to in Point No. (1) above or during any other period as may be specified by the Company from time to time.

IX. Pre-Clearance of Trades

All Designated persons, who intend to deal in the securities of the Company when the trading window is opened, should pre-clear the transaction.

When a person 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.

The pre-dealing procedure shall be hereunder:

- A. An application shall be made in the prescribed Form (Annexure II) to the Compliance Officer indicating the estimated number & amount 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.
- B. An undertaking (Annexure III) 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 does not have any access or has not received "Price Sensitive Information" upto the time of signing the undertaking.
 - b. That in case the Designated Person 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 for prevention of insider trading as notified by the Company from time to time.
 - d. That he/she has made a full and true disclosure in the matter.
- C. Post receipt of duly executed application form and undertaking, the Compliance Officer, may subject to his satisfaction grant the pre-clearance (Annexure IV).
- D. All Designated Persons shall execute their order in respect of securities of the Company within the time period as mentioned in pre-clearance.
- E. The Designated Persons shall file within 2 trading days of the execution of the deal, the details of such deal with the Compliance Officer (Annexure V). In case the transaction is not undertaken, a report to that effect shall be filed in the same form.
- F. If the order is not executed within the time mentioned in pre-clearance order, the designated person must pre-clear the transaction again.
- G. Pre-clearance would not be required for trade executed as per approved trading plan.
- H. All Designated Persons 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 except as allowed under prevailing SEBI laws and Regulations. 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.

- I. All Designated Persons shall also not take positions in derivative transactions in the shares of the Company at any time.

x. Reporting of Transactions

A. Initial Disclosure

Every person, on being appointed as KMP or a director of the Company or upon becoming a promoter or member of the promoter group or designated person, shall disclose his/her holding of securities of the Company as on the date of appointment or becoming a promoter or member of the promoter group, to the Company within seven days of such appointment or becoming a promoter or member of the promoter group or designated person in Form B (Annexure VI).

B. Continual Disclosure

- a. Every Promoter, member of the promoter group, & Designated Person shall disclose to the Company the number of such securities acquired or disposed of within two trading days of such transaction., in Form C (Annexure VII).
- b. The Company at its discretion, may require any other connected person or class of connected persons to make disclosures of holdings and trading in securities of the company in order to monitor compliance with these regulations, in Form D (Annexure VIII).
- c. The disclosure shall be made within 2 trading days of the execution of the transaction.

C. Disclosure by the Company to the Stock Exchange(s)

Within 2 trading days of the receipt of intimation under Clause IX (B) (a) & (b), the Compliance Officer shall disclose to all Stock Exchanges on which the Company is listed, the information received or from becoming aware of such transaction, if the value of such securities traded whether in one or a series of transactions over any calendar quarter, aggregates to a traded value in excess of the threshold limit prescribed in the Regulation.

xI. Mechanism on Internal Control

For ensuring adequate and effective system of internal controls in line with the requirements of SEBI (Prohibition of Insider Trading) Regulations, 2015, the following procedure shall be followed:

A. Sharing of information pursuant to Legitimate Purpose

- a) Any person in receipt of Unpublished Price Sensitive information pursuant to legitimate purpose shall be considered Insider for the purpose of Code.

- b) Advance Notice shall be served on such person by way of email/ letter to maintain confidentiality while possession of such Unpublished Price Sensitive information.
- c) Such person has to ensure compliance with SEBI (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time and the Code.

B. Limited Access to Confidential Information

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

C. Non-Disclosure Agreement

The Company shall execute Non-Disclosure Agreement with the Parties with whom the Company intends to share any Unpublished Price Sensitive Information

D. Documents to be shared by Designated Person with Company

Designated person shall be required to disclose names and PAN or any other identifier authorized by law of the following persons to the Company on an Annual basis and as when the information changes:

- a) Immediate Relatives
- b) Person with whom such designated person(s) share a material financial relationship;
- c) Phone, mobile and cell number which are used by them.

In addition, the name of educational institutions from which designated persons have graduated and names of their past employers shall also be disclosed on a one time basis

Explanation: 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 loan/gift during immediate preceding 12 months, equivalent to atleast 25% of such payer's annual income but shall exclude relationships in which the payment is based on arm's length transactions.

E. Chinese Wall

- a) To prevent the misuse of confidential information, the Company shall adopt a "Chinese Wall" policy separating those areas of the Company which routinely have access to confidential information, considered "inside areas" from those areas which deal with sale/ marketing/ operations or other departments providing support services, considered "public areas".
- b) Demarcation of the various departments as inside area may be implemented by the Company.
- c) The employees in inside area may be physically segregated from employees in public area.

- d) The employees in the inside area shall not communicate any Price Sensitive Information to anyone in public area.
- e) In exceptional circumstances, Designated Persons from the public areas may be brought "over the wall" and given confidential information on the basis of "need to know" criteria, under intimation to the compliance officer.

F. Digital Database

The Company shall maintain digital base with time stamping and audit trails to ensure non- tampering of the database containing following information:

- a) Name and PAN of the person/entity(ies) with whom information is shared pursuant to Legitimate Purpose.
- b) Name and PAN of Designated Person alongwith their immediate relatives

G. Whistle Blower in case of leak of Unpublished Price Sensitive Information (“UPSI”)

- a) Any instance of leak of Unpublished Price Sensitive Information should be on the basis of a direct first- hand experience of the Whistle Blower. It should not be based on any secondary, unreliable source such as grapevine or any other form of informal communication.
- b) The Whistle Blower may report leak of Unpublished Price Sensitive Information by an email to the Compliance Officer at e-mail ID insidertrading@sanmargroup.com mentioning the subject line “LEAK OF UNPUBLISHED PRICE SENSITIVE INFORMATION”.
- c) On the basis of reporting, the Compliance Officer shall conduct examination about the genuineness of the reporting before conduct of inquiry.
- d) The Compliance Officer, as soon as he ascertains the genuineness of the reporting about leak of Unpublished Price Sensitive Information, will intimate to Board of Directors and Audit Committee.
- e) The Company shall take further action based on the recommendations of Board of Directors and Audit Committee accordingly.
- f) The instance of leak of Unpublished Price Sensitive Information made by the Whistle Blower must be genuine with adequate supporting data/proof. If it is established that the allegation was made with mala-fide intentions or was frivolous in nature or was not genuine, the Whistle Blower shall be subjected to Disciplinary Action, as per the Company policy.

XII. Process to be followed in sensitive transaction

For the purpose of this Code, Sensitive Transaction would include but not be limited to:

- a. Financial results;*
- b. Dividends;*
- c. Change in capital structure;*
- d. mergers, de-mergers, acquisitions, delisting, disposals and expansion of business, award or termination of order / contracts not in the normal course of business and such other transactions;*
- e. changes in key managerial personnel other than due to superannuation or end of term, and resignation of a Statutory Auditor or Secretarial Auditor*
- f. change in rating(s), other than ESG rating(s)*
- g. fund raising proposed to be undertaken*
- h. agreements, by whatever name called, which may impact the management or control of the company*
- i. fraud or defaults by the company, its promoter, director, key managerial personnel or subsidiary or arrest of key managerial personnel, promoter or director of the company, whether occurred within India and abroad.*
- j. resolution plan / restructuring or one time settlement in relation to loans / borrowings from banks / financial institutions*
- k. admission of winding up petition filed by any party / creditors and admission of application by the Tribunal filed by the corporate applicant or financial creditors for initiation of corporate insolvency resolution process against the company as a corporate debtor, approval of resolution plan or rejection thereof under the Insolvency and Bankruptcy Code, 2016*
- l. initiation of forensic audit, by whatever name called, by the company or any other entity for detecting mis-statement in financial statements, misappropriation / siphoning or diversion of funds and receipt of final forensic audit report.*
- m. action(s) initiated or orders passed within India or abroad, by any regulatory, statutory, enforcement authority or judicial body against the company or its directors, key managerial personnel, promoter or subsidiary, in relation to the company.*
- n. outcome of any litigation(s) or dispute(s) which may have an impact on the company.*
- o. giving of guarantees or indemnity or becoming a surety, by whatever name called, for any third party, by the company not in the normal course of business.*
- p. granting, withdrawal, surrender, cancellation or suspension or key licenses or regulatory approvals.*

Explanation 1 – For the purpose of sub-clause (i)

- a. “Fraud” shall have the same meaning as referred to in Regulation 2(1)(c) of Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relation to Securities Market) Regulations, 2003
- b. “Default” shall have the same meaning as referred to in Clause 6 of paragraph A of Part A of Schedule III of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015

Explanation 2 – For identification of events (a) to (m) enumerated in this clause as UPSI, the guidelines for materiality referred at paragraph A of Part A of Schedule III of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as may be specified by the Board from time to time (namely, compliance under this code should be adhered to without application of any guidelines for materiality as specified in sub-regulation (4) of regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015) and for events (n) to (p) enumerated in this clause as UPSI, materiality as referred at paragraph B of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and as reproduced hereunder, shall be applicable.

Materiality Guidelines:

- (a) the omission of an event or information, which is likely to result in discontinuity or alteration of an event or information already available publicly or
- (b) the omission of an event or information is likely to result in significant market reaction if the said omission came to light at a later date or
- (c) the omission of an event or information, whose value or the expected impact in terms of value, exceeds lower of the following:
 - (1) two percent of turnover, as per the last audited consolidated financial statements of the Company;
 - (2) two percent of net worth, as per the last audited consolidated financial statements of the Company, except in case the arithmetic value of the net worth is negative
 - (3) five percent of the average of absolute value of profit or loss after tax, as per the three audited consolidated financial statements of the Company

In case where the criteria specified in sub-clauses (a), (b) and (c) is not applicable, an event or information may be treated as being material if in the opinion of the Board of Directors of the Company, the event or information is considered material;

- q. such other transaction as may be determined by the management from time to time*

B. In case of Specific Transaction(s)

The Managing Director shall give prior notice to employee who are brought inside on sensitive transaction and also make them aware about the duties and responsibilities attached to receipt of inside information and liability that attaches to misuse or unwarranted use of such information, on case to case basis.

C. In general

Non-disclosure Agreement shall be executed with every incoming/ existing employee of the Company

XIII. Voluntary Submission of Information on Insider Dealings

Anyone, personally or through his/her Legal Representative, may voluntarily submit alleged violation of Insider Trading Regulations which has occurred/is occurring/has a reasonable belief that is about to occur, by furnishing Information Disclosure Form to Office of Informant Protection of SEBI.

Protection against retaliation and victimization of employee:

No unfair treatment will be meted out to an employee by reason of:

- Filing a Voluntary Disclosure Form submitting alleged violation of Insider Trading Regulations which has occurred/is occurring/has a reasonable belief that is about to occur;
- Testifying in, participating in, or otherwise assisting or aiding SEBI in any investigation, inquiry, audit, examination or proceeding instituted or about to be instituted for an alleged violation of insider trading regulations or in any manner aiding the enforcement action taken by SEBI; or
- Breaching any confidentiality agreement or provisions of any terms and conditions of employment or engagement solely to prevent any employee from cooperating with SEBI in any manner.

The Company, as a policy, condemns any kind of discrimination, harassment, victimization or any other unfair employment practice being adopted against Voluntary Informant. Complete protection will be given to Voluntary Informant against any unfair practice like retaliation, threat or intimidation of termination/suspension of service, disciplinary action, transfer, demotion, refusal of promotion, discrimination, any type of harassment, biased behavior or the like including any direct or indirect use of authority to obstruct the Voluntary Informant right to continue to perform his/her duties/functions.

The Company will take steps to remove difficulties if any, which such employee may experience as a result of making Voluntary Information and/or aiding SEBI in any manner under this Code.

The identity such employee shall be kept confidential to the extent possible and permitted under law.

Any other Employee assisting in above investigation or furnishing evidence shall also be protected to the same extent as Informant.

xiv. Documentation

The Compliance Officer shall maintain following documents/ records for a minimum period of five years:

- A. Register of initial & continuous disclosure;
- B. Register of Designated Persons and changes therein;
- C. Record of date of closing and opening of trading window;
- D. Record of application made for preclearance along with undertaking taken thereof;
- E. Record of cases waiving holding period during emergency;
- F. Record of periodical and annual statement.

xv. Penalty for Contravention

- A. Every Designated Person shall be individually responsible for complying with the provisions of the Code (including to the extent the provisions hereof are applicable to his/her dependents).
- B. 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.
- C. Designated Persons who violate the Code shall also be subjected to disciplinary action by the Company, which may include wage freeze, suspension, ineligibility for future participation in employee stock option plans etc. In extreme cases, the Designated Person's employment may be terminated.
- D. 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.
- E. In case it is observed by the Compliance Officer that there has been a violation of the Regulation or the code, the Compliance Officer shall promptly inform to the Stock Exchanges in such form and such manner as may be specified by SEBI.

xvi. Other Restrictions

- A. 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.

B. 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.

xvii. SEBI Regulations/Statutory Provisions to Prevail

Please note that in case the SEBI regulations or any statutory provisions are more stringent than those contained in the code, the SEBI regulations / statutory provisions will prevail.

xviii. Disclaimer

This policy is only internal code of conduct and one of the measures to avoid insider trading. Every insider is required to familiarize himself with the SEBI regulation as it will be the responsibility of each insider to ensure compliance of this code, SEBI regulation and other related statutes fully.

Adopted on 13th November, 2025. Version 4.

**ANNEXURE I
FORMAT FOR TRADING
PLAN**

Date:

To,
The Compliance Officer,
Chemplast Sanmar Limited
9 Cathedral Road Chennai 600086.

Dear Sir/Madam,

I, _____ (name and designation), hereby submit the trading plan with respect to dealing in securities of the Company for a total period of 12 months from _____ to _____.

| DP ID/Client ID / Folio No | Type of security | Nature of Trade (Buy/Sell) | Proposed Date/time period of trade | No. /total amount of securities proposed to be traded |
|---------------------------------------|-----------------------------|---------------------------------------|---|--|
| | | | | |

With respect to the above trading plan, I hereby undertake that I shall:

- I. Not entail commencement of trading on behalf of the insider earlier than 120 calendar days from the public disclosure of the plan.
- II. Not commence the trading as per above plan if the Unpublished Price Sensitive Information which is in my possession at present, do not comes into public domain till the time of commencement of trading plan & shall defer the commencement of trading plan till such information becomes generally available.
- III. Not tender any other trading plan for the period for which the above trading plan is already in force; and
- IV. Not entail trading in securities for market abuse.

Signature: _____

ANNEXURE II
SPECIMEN OF APPLICATION FOR PRE-DEALING APPROVAL

Date:

To,
The Compliance Officer,
Chemplast Sanmar Limited
9 Cathedral Road
Chennai 600086.

Dear Sir/Madam,

Application for Pre-dealing 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 / subscribe _____ 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 No.) | | |
| 5. | The proposal is for | | (a) Purchase of securities (b) Subscription to 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 the 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 No. where the securities will be credited / debited | | |

I enclose herewith the form of Undertaking signed by me.

Yours Faithfully

(Signature)

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

Date:

To,
The Compliance Officer,
Chemplast Sanmar Limited
9 Cathedral Road
Chennai 600086.

Dear Sir/Madam,

Undertaking

I, _____, _____ of the Company residing at _____ 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) upto 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 securities 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 02 trading 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 trading days of the receipt of approval, failing which I shall seek fresh pre-clearance.

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

Date:

Signature: _____

**ANNEXURE IV
FORMAT FOR PRE- CLEARANCE ORDER**

Date:

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) i.e. within 7 trading days from today.

In case you do not execute the approved transaction /deal on or before the aforesaid date, you would have to 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 trading days from the date of transaction/deal. In case the transaction is not undertaken, a 'Nil' report shall be necessary.

Yours Faithfully,

For **Chemplast Sanmar Limited**

Compliance Officer

Encl: Format for submission of details of transaction

ANNEXURE V
FORMAT FOR DISCLOSURE OF TRANSACTIONS

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

Date:

To,
The Compliance Officer,
Chemplast Sanmar Limited
9 Cathedral Road
Chennai 600086.

Dear Sir/Madam,

I hereby inform that I:

- have not bought / sold/ subscribed any securities of the Company, pre-cleared vide your order no. dated_____.
- 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:

- i. Broker's contract note;
- ii. Proof of payment to/from broker;
- iii. Extract of bank passbook/statement (to be submitted in case of demat transaction).
- iv. Copy of delivery instruction slip (applicable in case of sale transaction).

I agree to hold the above securities for a minimum period of six 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).

Signature: _____

Name:

Designation:

*Strike off whichever is not applicable.

ANNEXURE VI
FORMAT FOR DISCLOSURE ON BECOMING PROMOTER/APPOINTMENT AS DIRECTOR/KMP/ ON BECOMING DESIGNATED PERSON

FORM B

Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015
[Regulation 7 (1) (b) read with Regulation 6(2)]

Name of the company: _____

ISIN of the company: _____

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

| Name, PAN No., CIN/ DIN & address with Contact nos. | Category of Person (Promoters/ KMP / Directors/ immediate relatives/ others etc.) | Date of appointment of Director / KMP OR Date of becoming Promoter / Designated Person | Securities held at the time of becoming Promoter/ appointment of Director/KMP | | % of Shareholding | 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 | |
|---|---|--|---|-----|-------------------|--|-------------------------------|--|-------------------------------|
| | | | Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.) | No. | | Number of Units (contracts * lot size) | Notional value in Rupee terms | Number of Units (contracts * lot size) | Notional value in Rupee terms |
| 1 | 2 | | 4 | 5 | 6 | 7 | | 8 | |
| | | | | | | | | | |
| | | | | | | | | | |

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

Signature:

Designation:

Date:

Place:

**ANNEXURE VII
DISCLOSURE FORCHANGE IN SHAREHOLDING
FORM C**

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

Name of the company: _____

ISIN of the company: _____

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 No., CIN/ DIN, & address of Promote/ Employee / Director with contact nos. | Cate-gory of Person (Promoter /KMP / Director/ Immediate Relative/ others etc.) | Securities held prior to acquisition/ disposal | | Securities acquired/ Disposed | | % of Shareholding | | Date of allotment advice/ acquisition of shares/ sale of shares | | Date of Intima tion to Co. | Mode of acquisition (market Purchase/ public rights/ preferential offer / off market/ Inter-se transfer etc. | Trading in derivatives (Specify type of contract, Futures or Options etc) | | | | Exchange on which the trade was executed |
|--|---|---|----------|---|----------|-------------------|-------------------|---|-----------|----------------------------|--|---|-----------------------------------|-----------|-----------------------------------|--|
| | | Type of security (eg. – Shares, Warrants, Convertible Debentur es etc.) | No. | Type of security (eg. – Share, Warrants, Convertible Debentures etc.) | No. | Pre-transa ction | Post-transa ction | From | To | | | Buy | | Sell | | |
| | | | | | | | | | | | | Value | No. of units (contracts lot size) | Value | No. of units (contracts lot size) | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |

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

Signature:
Designation:

Date:
Place:

ANNEXURE VIII
DISCLOSURE FORHOLDING/CHANGE IN SHAREHOLDING
Form D (Indicative format)
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, PAN No., CIN/ DIN & address of connected persons, as identified by the co. with contact nos. | Conne ction with Co. | Securities held prior to acquisition/ disposal | | Securities acquired/ Disposed | | % of shareholding | | Date of allotment advice/ acquisition of shares/ sale of shares specify | | Date of Intima tion to co. | Mode of Acquisiti on (market purchase/ public / rights/ preferen tial offer / off market/ Inter-se Transfer etc.) | Trading in derivatives (Specify type of contract, Futures or Options etc.) | | | | Exchange on which the trade was executed |
|--|----------------------|--|-----|--|-----|-------------------|--------------------|---|----|----------------------------|---|--|------------------------------------|-------|------------------------------------|--|
| | | Type of security (eg. – Shares, Warrants, Convertible Debentures etc.) | No. | Type of security (eg. – Shares, Warrants, Convertible Debentures etc.) | No. | Pre- transa ction | Post- transa ction | From | To | | | Buy | | Sell | | |
| | | | | | | | | | | | | Value | No. of units (contacts * lot size) | Value | No. of units (contacts * lot size) | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |

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

Name:
Signature:

Date:
Place:

CODE OF FAIR DISCLOSURE

Regulation 8 of the Regulations requires the Board of Directors of every listed company to formulate and publish on its official website, a code of practices and procedures for fair disclosure or unpublished price sensitive information that it would follow to adhere to each of the principles set out in Schedule A of regulations.

Chemplast Sanmar Limited (the “Company”) has formulated this Code of practices and procedures of Fair Disclosure of Unpublished Price Sensitive Information.

A code of practices and procedures for fair disclosure of unpublished price sensitive information (UPSI) for adhering each of the principles is set out below:

- A. The Company shall ensure prompt public disclosure of UPSI that would impact price discovery no sooner than credible and concrete information comes into being in order to make such information generally available.
- B. The Company shall make uniform and universal dissemination of unpublished price sensitive unpublished price sensitive information to avoid selective disclosure.
- C. The Company Secretary of the Company shall act as the Chief Investor Relations Officer for the purpose of aforesaid SEBI Regulation and for dealing with dissemination of information and disclosure of unpublished price sensitive information. In the absence of the Company Secretary, Chief Financial Officer or such other officer, as may be authorized by the Board in this regard, shall act as the Chief Investor Relations Officer.
- D. The Company Secretary shall promptly disseminate the UPSI that gets disclosed selectively, inadvertently or otherwise to make such information generally available, as soon as she comes to know of it.
- E. The Company shall ensure appropriate and fair response to queries on news reports and requests for verification of market rumors by regulatory authorities.
- F. The Company shall ensure that information shared with analysts, research personnel, Institutional Investors is not UPSI.
- G. The Company shall develop best practices to make transcripts or records of proceedings of meetings with analysts and other investor relations conferences on the official website to ensure official confirmation and documentation of disclosures made.
- H. The Company shall handle all UPSI on a need-to-know basis.

II. SHARING OF PRICE SENSITIVE INFORMATION PURSUANT TO LEGITIMATE PURPOSE

Legitimate Purpose shall include sharing of unpublished price sensitive information in ordinary course of business by an Insider with Partners, Collaborators/ Lenders, Customers, Suppliers, Merchant Banker, Legal Advisors, Auditors, Insolvency Professionals or other advisors or consultants provided that such sharing has not been carried out to evade or circumvent the prohibitions of these regulations.

III. MAINTENANCE OF DIGITAL DATABASE

The Company shall maintain digital database with time stamping and audit trails to ensure non-tampering of the data base containing name and PAN of the person/entity(ies) with whom information is shared pursuant to Legitimate Purposes and name and PAN of Designated Person alongwith their immediate relatives.

This policy is only internal code of conduct and one of the measures to avoid Insider trading. It will be the responsibility of each employee to ensure compliance of SEBI Guidelines and other related statutes.

Adopted on August 23, 2021