



## VARDHMAN POLYTEX LIMITED

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### **Notice for Confidentiality and No-trading in Securities Of Vardhman Polytex Limited**

*[Pursuant to the SEBI (Prevention of Insider Trading) Regulations, 2015]*

To  
Advisor/ Consultant/ Auditor/ Insider/ Designated or Connected person

Dear Sir/Madam,

We may provide you from time to time various information or you may be in possession of certain information related to Vardhman Polytex Limited (VPL) and/ or its group and associate company/ies (hereinafter collectively referred to as "VPL") which is not generally available or is proprietary in nature (such oral or written information and all copies of, extracts from, analysis and other materials based on, containing or otherwise reflecting such information shall herein be referred to as the "Information"). As a condition to you being furnished with any Information, this notice of confidentiality and not to trade in securities of the company (VPL) is hereby given to you (the "Recipient").

#### **(1) Non-Disclosure:**

Recipient recognizes and acknowledges the competitive value of the Information and the damage that could result from the disclosure thereof to third parties. Accordingly, Recipient agrees to keep the Information strictly confidential and will not, without the prior written consent of VPL, disclose/ communicate such Information to any person in any manner whatsoever, in whole or in part, except that Recipient may disclose the Information to those of Recipient's directors, officers, employees, agents or other representatives (collectively, "Representatives") who:-

- ✓ need to know the Information for the purpose for which the Recipient has been appointed or for legitimate purposes or to perform its duties assigned or to discharge its legal obligations
- ✓ have been informed of the confidential nature of the Information and
- ✓ have agreed in writing to keep the Information confidential and be bound by the terms of this Notice. Recipient agrees to be responsible for and to indemnify VPL and its representatives against any breach by the Recipient or by any of Recipient's Representatives of the matters referred to herein.



**(2) Restrictions on Use:**

The Information will not, without the prior written consent of VPL, be used by Recipient or its Representatives, directly or indirectly, for any purpose other than the purpose for which the Recipient has been appointed and such use shall absolutely cease at the request of VPL. In addition, Recipient hereby acknowledges that Recipient has read and understood the purport of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 ("PIT Regulations") and is aware (and, if applicable, that Recipient's Representatives have been advised) that the PIT Regulations and amendments thereto, if any, prohibits any person, who possesses or has access to Unpublished Price Sensitive Information about the Company, from trading in securities of such company or from communicating such information to a third party otherwise than in furtherance of legitimate purpose, performance of duties or discharge of legal obligations.

**(3) Return of Information:**

Upon the request of VPL, Recipient shall, and shall cause its Representatives to promptly return all Information to VPL, without retaining any copies, summaries or extracts thereof in any form. In the event of such request, all documents, analysis, compilations, studies or other materials prepared by Recipient or its Representatives that contain or reflect Information shall be destroyed and no copy thereof shall be retained (such destruction to be confirmed in writing by a duly authorized officer of Recipient). Notwithstanding the return or destruction of the Information, Recipient and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder. With respect to those portions of the Information that consist of analysis, compilations, studies or other materials prepared by Recipient or its Representatives, VPL may, in its sole discretion, permit the retention of such Information for evidentiary purposes. Notwithstanding such retention, Recipient and its Representatives shall continue to be bound by their obligations of Confidentiality and other obligations hereunder.

For purpose of this Notice, the term "Information" shall not include such portions of the Information that (i) are or become generally available to the public other than as a result of disclosure by Recipient or its Representatives, (ii) become available to Recipient on a non-confidential basis from a source not subject to a confidentiality obligation to VPL, whether by contractual, legal or fiduciary obligation or otherwise or (iii) were, as evidenced by written records or other documentation satisfactory to VPL, in Recipient's possession on a non-confidential basis prior to VPL's disclosure to Recipient.

**(4).** Without prior written consent of VPL, Recipient shall not and Recipient shall cause each of its Representatives not to, directly or indirectly, alone or in concert with others, trade in Securities of VPL or encourage any third party to trade in Securities of VPL. The term "Securities of VPL" shall mean and include the Equity



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Shares of VPL and other Securities of VPL. The term "trade" used herein shall mean to subscribe, buy, sell, deal or agree to subscribe, buy, sell or deal, directly or indirectly, in Securities of VPL by any person either as principal or agent.

**(5).** In the event that Recipient or its Representatives are requested or become legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, investigative demand or similar process) to disclose any of the Information, Recipient and its Representatives will promptly provide VPL with written notice so that VPL may seek a protective order or other appropriate remedy and/ or waive compliance with the provisions of this Notice. If, in the absence of a protective order or other remedy or waiver, Recipient or its Representatives are, in the opinion of the counsel of VPL, legally compelled to disclose such Information to any tribunal or else, in the opinion of VPL's counsel, stand liable for contempt or suffer other censure or penalty, Recipient or its Representatives will furnish only that portion of the Information which is legally required to be furnished and each will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to such Information.

**(6).** The Recipient hereby agrees that money damages could be only a part remedy for any breach or threatened breach of terms of this notice by the Recipient or its Representatives. In addition to the money damages, VPL shall be entitled, without the requirement of posting a bond or other security, to specific performance and injunctive or other equitable relief in the event of any such breach or threatened breach, in addition to all remedies available to VPL at law or in equity. In the event of litigation relating to this Notice, if a court of competent jurisdiction determines that the Recipient has breached the terms of this notice, then the Recipient shall be liable and pay to the non-breaching Party the legal fees and expenses incurred by it in connection with such litigation, including any appeals therefrom.

**(7).** The Recipient further agrees to indemnify, defend, and hold harmless VPL and its affiliates and any directors, officers, employees, agents, advisors or other representatives thereof (each an "Indemnified Person") from and against any losses, claims, damages or liabilities arising out of a breach or alleged breach of terms of this Notice and to reimburse each Indemnified Person for all costs and expenses (including counsel fees) incurred in connection therewith. Such indemnity shall be in addition to any other liabilities that may be available to any Indemnified Person.

**(8).** The Recipient confirms that it has formulated a code of conduct to regulate, monitor and report trading by employees and other connected persons towards achieving compliance with PIT Regulations.

**(9).** The Recipient acknowledges that he shall obtain the Company's prior written consent in case the information provided to such recipient is to be used by such recipient for a purpose other than the initial legitimate purpose for which the



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Company has provided the UPSI and such secondary purpose is also a "legitimate purpose".

**(10).** The Recipient agrees that they shall provide to VPL the required details of the representatives with whom Information is shared alongwith date and time when the information is shared.

**Yours truly,  
For Vardhman Polytex Limited**

**Sd/-  
Compliance Officer**