

MATRIMONY.COM LIMITED

**CODE OF CONDUCT TO
REGULATE, MONITOR AND REPORT TRADING BY
INSIDERS**

1. SCOPE AND APPLICABILITY:

- 1.1 This Code of Conduct is called “MATRIMONY.COM LIMITED – CODE OF CONDUCT TO REGULATE, MONITOR AND REPORT TRADING BY INSIDERS” (hereinafter referred to as ‘the Code of Conduct’).
- 1.2 The Code of Conduct as amended vide resolution of the Board of Directors dated March 25, 2019 will come into force from April 1, 2019
- 1.3 The Code of Conduct will apply to the following who are collectively referred to as “Insiders” in this Code:
 - a. Connected Persons;
 - b. any other person who is in possession of or has an access to Unpublished Price Sensitive Information, directly or indirectly.

2. OBJECTIVE:

This Code of Conduct has been formulated to regulate, monitor and report trading undertaken by the Employees including Directors of Matrimony.com Limited (hereinafter referred to as “the Company”) and other Connected Persons in the Securities of the Company and towards achieving compliance with the provisions of the SEBI (Prohibition of Insider Trading) Regulations, 2015 (“PIT Regulations”). This Code of Conduct also incorporates the minimum standards as set out in Schedule B of the (“PIT Regulations”). as may be modified from time to time.

The objective of the Code of Conduct is to ensure protection of Unpublished Price-Sensitive Information and to ensure that the Insiders and those covered by the Code of Conduct abstain from transacting in the Securities of the Company before the same has been communicated in public.

The Company is committed to transparency and fairness in dealing with all stakeholders and in ensuring adherence to all laws and regulations.

3. DEFINITIONS:

- 3.1 “Act” means the Securities Exchange Board of India Act, 1992 including amendments and modifications thereto;
- 3.2 “Board” means the Board of Directors of the Company as appointed from time to time;
- 3.3 “Chairman” shall mean the Chairman of the Board, as appointed from time to time;

3.4 “CEO” means the Chief Executive Officer of the Company;

3.5 “Company” means Matrimony.com Limited;

3.6 “Compliance officer” means any senior officer of the Company, designated so and, who is financially literate and is capable of appreciating requirements for legal and 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compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of unpublished price sensitive information, monitoring of trades and the implementation of the codes specified in these regulations under the overall supervision of the board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 or the head of the Company, as the case may be;

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.

3.7 “Code of Conduct” or “the Code” or “this Code” means the Matrimony.com Limited Code of Conduct to Regulate, Monitor and Report Trading by Insiders;

3.8 “Connected Person” means: Any person who is or has during the six months prior to the concerned act been associated with a company, 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 holds any position including a professional or business relationship between himself and the company 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.

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 SEBI; 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 a company or his Immediate Relative or banker of the company, has more than ten per cent. of the holding or interest;

3.9 “Designated Persons” shall have the meaning ascribed to the term in Paragraph 6.4 of this Code;

3.10 “Dealing in securities” means an act of subscribing, buying, selling, or agreeing to subscribe, buy, sell, or deal in any securities by any person either as principal or agent

3.11 “Director” means a member of the board of directors of the Company, as appointed from time to time;

- 3.12 "Generally Available Information" means information that is accessible to the public on a non-discriminatory basis;
- 3.13 "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. For clarity, the term where ever used in this Code shall also include any other person for whom Trading decisions are being taken by such person;
- 3.14 "Insider" means any person who is:
- (i) Designated person(s) & their immediate relatives
 - (ii) a connected person; or
 - (iii) in possession of or having access to unpublished price sensitive information;
- 3.15 "Managing Director" means the Managing Director of the Company or any other person designated as such from time to time;
- 3.16 "Promoter" 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;
- 3.17 "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;
- 3.18 "Quiet Period" shall have the meaning ascribed to such term in paragraph 9.3;
- 3.19 "Relatives" shall mean and include relatives as defined under Section 2(77) of the Companies Act, 2013. For clarity, the term where ever used in this Code shall also include any other person for whom Trading decisions are being taken.
- 3.20 "Regulations" means the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 including any amendment or enactment thereof.
- 3.21 "SEBI" shall mean the Securities and Exchange Board of India;
- 3.22 "Securities" or "Shares" means the equity / preference shares, ADRs, debentures or any other security of the Company which is listed on any Stock Exchange whether in India or overseas and related stock market derivatives, for the avoidance of doubt, with reference to the Company, has the meaning assigned to it under the Securities Contract (Regulation) Act, 1956 or any modification thereof, but does not include units of a mutual fund.
- 3.23 "Stock Exchanges" means all the stock exchanges where the shares of the Company are listed.
- 3.24 "Threshold limit" means the minimum number of Securities or the value of Securities, as decided by the Board of the Company from time to time. For the time being any Trade involving a value up to Rupees Ten Lakhs in a calendar quarter, will be the threshold limit.
- 3.25 "Trading in Securities" means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, sell, or deal in any Securities either as principal or agent and "Trade" shall be construed accordingly. Gifts, off-market transactions, creation of pledge are also construed as a trade
- 3.26 "Trading Window" means the period during which Trading in the Securities of the Company is permitted by those governed by this Code.

- 3.27 “Trading Day” means a day on which the Stock Exchanges are open for Trading;
- 3.28 “Unpublished Price Sensitive Information”(“UPS”) means any information which relates directly or indirectly to the Company, or its Securities, that is generally not available, and which in the opinion of the Compliance Officer and the Managing Director, on being Generally Available, is likely to materially affect the price of Securities of Company, including but not restricted to, information relating to the following:
- (i) financial results;
 - (ii) dividends;
 - (iii) change in capital structure;
 - (iv) mergers, de-mergers, acquisitions, delistings, disposals and expansion of business and such other transactions;
 - (v) changes in key managerial personnel; and
- 3.29 “Working Day” will mean the day on which the Corporate Head Office of the Company is working.

Words and expressions used but not defined in these Regulations will have the same meaning as contained in (i) SEBI (Prohibition of Insider Trading) Regulations, 2015, (ii) the Act, and (iii) the Companies Act, 2013 read with rules framed thereunder, as may be modified from time to time.

4. COMPLIANCE OFFICER

- 4.1 The Company Secretary shall be the Compliance Officer and he will report to the Board. In the absence of the Company Secretary, the ‘Chief Financial Officer’ shall act as the Compliance Officer.
- 4.2 The Compliance Officer shall provide periodic reports to the Chairman of the Audit Committee of the Company at such frequency as stated by the Board, from time to time, including all the details of the Trading in Securities of the Company by the Designated Persons and the accompanying documents such persons had executed under the pre- clearance procedure as envisaged in this Code.
- 4.3 The Compliance Officer will be responsible for setting forth policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of unpublished price sensitive information, pre- clearing of Insider’s Trades, monitoring of Trades and implementation of the Code of Conduct specified in the regulations under the overall supervision of the Board of Directors. The Compliance Officer will assist the Insiders in addressing any clarifications regarding the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the Company’s Code of Conduct.
- 4.4 All Insiders will be provided a copy of the Code of Conduct by the Compliance Officer, on the Code coming into effect and they will confirm having received it, and acknowledge that they undertake to confirm to the stipulations and obligations under the Code, in the interest of maintaining highest standards of corporate governance and ethics as provided for in paragraph 15 on Reporting Requirements.
- 4.5 The Compliance Officer will propose necessary changes to the Code of Conduct, as and when the same are necessitated. The proposal will be considered by the Board and, if approved, will take effect immediately following the meeting of the Board in which such proposals are approved.
- 4.6 The Compliance Officer shall in consultation with the Board inform SEBI of any material violation of the Regulations.
- 4.7 The Compliance Officer may engage an external consultant for deploying an electronic platform to automate the compliances under this Code including seeking disclosures and undertakings from Designated Persons, sending intimations to Designated Persons regarding Closure of Trading Window, etc.

5. RESPONSIBILITY OF MANAGING DIRECTOR

The Managing Director of the Company shall formulate /amend this code with the approval of the Board of Directors of the Company to regulate, monitor and report trading by its designated persons and their immediate relatives towards achieving compliance with SEBI (Prohibition on Insider Trading) Regulations, 2015 (“PIT Regulations”), adopting the minimum standards set out in Schedule B of the PIT Regulations, as may be amended from time to time, without diluting the provisions of its regulations in any manner.

6. IDENTIFICATION OF DESIGNATED PERSONS

- 6.1 Designated Persons shall be identified basis their functional role in the organization and shall be governed by this Code of Conduct whilst trading in the Securities of the Company.
- 6.2 The Board shall in consultation with the Compliance Officer lay down the criteria for identification of Designated Persons to be covered by this Code of Conduct. 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.
- 6.3 The term “Designated employees” means
- (i) All employees of the Company in the CXO level and employees upto two levels below CXO level
 - (ii) Key Managerial Personnel of the Company;
 - (iii) All employees of the ‘Finance’, ‘Accounts’, ‘Audit’, ‘Taxation’ and ‘Secretarial’ functions of Corporate Finance of the Company persons in the grade of Senior Manager and above in the above functions.
 - (iv) Executive Assistants, if any, of the Managing Director or Whole Time Director
 - (v) Any other employees including support staff as may be designated/ notified by the Compliance Officer based on their functional role and access to the unpublished price sensitive information in consultation with the Managing Director of the Company from time to time;
- 6.4 The term “Designated Persons” will mean and consist of certain Connected Persons who are as follows :
- a) Designated employees as mentioned in clause 6.3
 - b) All the Directors of the Company;
 - c) Promoters of the Company and promoters who are individuals or investment companies for intermediaries or fiduciaries and promoter group;
 - d) Such connected persons who may have access to unpublished price sensitive information;
 - e) Employees of material subsidiaries 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;
- 6.5 The Compliance Officer may in consultation with the Managing Director determine and include such other Connected Person or class of Connected Persons, including their Immediate Relatives, from time to time to whom the restrictions on Trading in Securities of the Company will apply. However, due regard shall be had to the access by such Connected Person or class of Connected Persons to Unpublished Price Sensitive Information.

7. RESTRICTIONS ON COMMUNICATION & PRESERVATION OF PRICE SENSITIVE INFORMATION

7.1 The Insiders must:

- (a) maintain confidentiality of all Unpublished Price Sensitive Information;
- (b) not communicate any Unpublished Price Sensitive Information except in accordance with this Code;
- (c) not pass on such information to any person directly or indirectly by way of making a recommendation for the Trading of Securities of the Company based on the same.
- (d) Price Sensitive Information must be handled on a 'need to know' basis. Such 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 information. No Price Sensitive Information shall be communicated to any person except in furtherance of the Insider's legitimate purposes, performance of duties or discharge of such Insider's legal obligations.

7.2 The board of directors of the company shall formulate a policy for determination of "legitimate purposes" as a part of "Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information".

"Legitimate Purpose" shall include sharing of unpublished price sensitive information in the ordinary course of business by an insider with

- (a) partners
- (b) collaborators
- (c) lenders
- (d) customers
- (e) suppliers
- (f) merchant bankers
- (g) legal advisors
- (h) auditors
- (i) other advisors or consultants,

Provided that such sharing has not been carried out to evade or circumvent the prohibitions of the Regulations and this code

7.3 Notwithstanding anything contained in this regulation, an unpublished price sensitive information may be communicated, provided, allowed access to or procured, in connection with a transaction that would:—

- (i) entail an obligation to make an open offer under the takeover regulations 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;
- (ii) not attract 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.

For purposes of sub-regulation 7.3, parties are required 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 purpose above sub-regulation, and shall not otherwise trade in securities of the company when in possession of unpublished price sensitive information.

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 this regulation along with the Permanent Account Number or any other identifier authorized by law where Permanent Account Number is not available. Such databases shall be maintained with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the database

8 TRADING WHEN IN POSSESSION OF UNPUBLISHED PRICE SENSITIVE INFORMATION.

8.1 No insider shall trade in securities of the Company that are listed or proposed to be listed on a stock exchange when in possession of unpublished price sensitive information.

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.

Provided that the insider may prove his innocence by demonstrating the circumstances including the following: –

(i) 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 regulation 3.3 and both parties had made a conscious and informed trade decision;

Provided that such unpublished price sensitive information was not obtained under sub-regulation (3) of regulation 3 of these regulations.

Provided further that such off-market trades shall be reported by the insiders to the company within two working days. Every company shall notify the particulars of such trades to the stock exchange on which the securities are listed within two trading days from receipt of the disclosure or from becoming aware of such information.

(ii) 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 regulation 3 and both parties had made a conscious and informed trade decision;

Provided that such unpublished price sensitive information was not obtained by either person under sub-regulation (3) of regulation 3 of these regulations.

(iii) the transaction in question was carried out pursuant to a statutory or regulatory obligation to carry out a bona fide transaction.

(iv) 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.

(v) in the case of non-individual insiders: –

(a) the individuals 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; and

(b) appropriate and adequate arrangements were in place to ensure that these regulations are 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;

(vi) the trades were pursuant to a trading plan set up in accordance with regulation 5 of PIT Regulations.

- 8.2 In the case of connected persons the onus of establishing, that they were not in possession of unpublished price sensitive information, shall be on such connected persons.
- 8.3 All Unpublished information directly or indirectly received by any Director/ Designated Person should be reported to the Compliance Officer immediately.
- 8.4 All files containing confidential information will be kept secure and under lock and key. Computer files will have adequate security of login and passwords. Each Insider shall at all times be in compliance with the above process

9 . PREVENTION OF MISUSE OF UNPUBLISHED PRICE SENSITIVE INFORMATION

- 9.1 Every Designated Person must disclose to the Compliance Officer in the format prescribed at Appendix VB, the details regarding number of shares or voting rights held by such a person within seven (7) days of becoming a Director, a Promoter, a key managerial personnel, or a Designated Person of the Company.
- 9.2 All Designated Persons will be subject to Trading restrictions as mentioned below:
- 9.3 Designated Persons are permitted to execute Trades subject to the conditions specified herein. The Compliance Officer will, in consultation with the Chairman/ Managing Director & CEO, specify from time to time a period, to be called 'Quiet Period' during which the Trading Window shall be closed for Trading in the Securities of the Company. The Trading Window shall be closed when the Compliance Officer determines that a Designated Person or class of Designated Persons can reasonably be expected to have possession of Unpublished Price Sensitive Information. During such Quiet Period and when the price sensitive information is unpublished, the Trading in Securities by Insiders will be prohibited.
- 9.4 The trading restriction period shall be made applicable from the end of every quarter till the expiry of 48 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.”
- 9.5 The timing for re-opening of the Trading Window shall be determined by the Compliance Officer 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 (48) hours after the information becomes generally available.
- 9.6 The Quiet Period shall also be applicable to any person as may be determined by the Compliance Officer, who in his opinion have any contractual or fiduciary relation with the Company, such as auditors, accountancy firms, law firms, consultants etc., assisting or advising the company.
- 9.7 The communication related to closure and opening of the Trading Window shall be sent to all the Insiders by means of electronic means and where such electronic means is not available, the same will be sent by means of hand delivery/ by post. Irrespective of whether such communication has been received or not, persons governed by this Code shall mandatorily verify with the Compliance Officer on the status of the Trading Window before undertaking any Trades in the Securities of the Company.
- 9.8 Ignorance of the closure of the Trading Window or non-receipt of communication of closure of Trading Window shall not justify any Trades undertaken by the Insiders during such closure of Trading Window.

- 9.9 Every Designated Person should advise his/ her Relatives/ Immediate Relatives, as the case may be, of the Quiet periods during which Trading in the Securities of the Company is prohibited.
- 9.10 All Designated Persons will conduct all their Trading in Securities of the Company only in a valid period and will not Trade in Securities of the Company during the Quiet Period or during any other period as may be specified by the Compliance Officer from time to time provided the Designated Person is not in possession of Unpublished Price Sensitive Information while executing the Trade.
- 9.11 This code is also applicable to insiders who engage portfolio managers to trade in shares and hence the insiders are expected to take due precautions 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 managers abides by the requirement of minimum holding period and not do contra trade as provided in this code.
 - iv) Prohibiting the portfolio managers to trade in securities of Company at his own discretion or when the insider is in the possession of UPSI.

Despite the above, if any trading is done by portfolio managers, it will be treated as Trading done by the insiders, and therefore the insider will be held responsible for any such non compliances and subject to such penalties as decided the Board of Directors.

- 9.12 When the Trading Window is open, Trading above the Threshold Limit by Designated Persons shall be subject to pre clearance by the Compliance Officer, in the manner provided in paragraph 10 of this code .
- 9.13 For the avoidance of doubt, it is clarified that during the Quiet Period, no Insider is permitted to apply for pre-clearance of any proposed Trade.
- 9.14 The trading window restrictions mentioned in sub-clause 9.2 & 9.3 shall not apply in respect of –
- (a) transactions specified in clauses (i) to (iv) and (vi) of the proviso to sub-regulation (1) of regulation 4 of PIT Regulations and in respect of a pledge of shares for a bonafide purpose such as raising of funds, subject to pre-clearance by the compliance officer and compliance with the respective regulations made by the Board;
 - (b) transactions which are undertaken in accordance with respective regulations made by the Board such as acquisition by conversion of warrants or debentures, subscribing to rights issue, further public issue, preferential allotment or tendering of shares in a buy-back offer, open offer, delisting offer or transactions which are undertaken through such other mechanism as may be specified by the Board from time to time.

10. PRE- CLEARANCE OF TRADES

All Designated Persons (other than Directors, their Relatives and Promoters) who intend to Trade in the Securities of the Company, above the Threshold limit and in case of Directors, their Relatives and Promoters who intend to Trade in Securities of the Company, will pre- clear the transactions as per the pre- clearance procedure given below:

- 10.1 Every Designated Person must make an application in the format prescribed at **Appendix I** to the Compliance Officer, indicating the estimated number of Securities that such person intends to Trade in, mode of acquisition, and such other information as may be prescribed by the Regulations, as may be amended and modified from

time to time. For the Compliance Officer, pre - clearance shall be taken from the Managing Director of the Company;

- 10.2 Every Designated Person must sign an undertaking in the format prescribed at **Appendix II**. For the avoidance of doubt, each Designated Person shall also be required to make any other declarations and undertakings as the Compliance Officer may require on a case to case basis.
- 10.3 Prior to approving any Trades, the Compliance Officer shall be entitled to seek any further declarations as he may deem fit from the applicant. He shall also have regard to whether any such declaration is reasonably capable of being rendered inaccurate. And in exceptional circumstances, he may not grant consent to any Trades if he is of the opinion that the proposed Trade is on basis of possession of Unpublished Price Sensitive Information.
- 10.4 If so requested by the Compliance Officer, Designated Person must ensure that his / their stockbrokers are authorised to disclose information to the Compliance Officer in relation to the Trading in the Securities of the Company.
- 10.5 The Compliance Officer will intimate the Designated Person, of the approval/ rejection of the proposed transaction in the format prescribed at Appendix IIIA / IIIB, respectively, within 2 Working Days of the receipt of the application. In the absence of the Compliance Officer, the approval / rejection will be intimated by 'Chief Financial Officer on behalf of the Compliance Officer.

Provided that the pre-clearance of trades is not required for trades executed as per the approved trading plan and for subscribing to shares arising out of exercising employee stock options where the price of the shares are pre-determined.

11. OTHER RESTRICTIONS

- 11.1 All Designated Persons shall execute their order in respect of the Securities of the Company within seven (7) Trading Days from the date such transaction has been pre-cleared. The details of the transaction including the total number of shares or voting rights bought or sold or traded in any manner by the Designated Person, the date on which the order was executed and other details, will be intimated forthwith, not exceeding two (2) Working Days from date of the transaction, to the Compliance Officer in the format as may be prescribed by the Regulations and formats prescribed by the Company at Appendix IVA, from time to time.
- 11.2 If the Trade is not executed within seven (7) Trading Days from the date of the pre- clearance approval, the Designated Person shall intimate the Compliance Officer in the format prescribed at Appendix IV B, and must pre-clear the transaction again.
- 11.3 Designated Persons who buy or sell any number of shares of the Company will not enter into an opposite transaction i.e. sell or buy any number of shares during the next six months following the prior transaction.

Provided that restrictions on contra trade is not applicable to the following

- a) Trades executed as per the approved trading plan
- b) Acquiring shares through employee stock option scheme
- c) Sale of shares acquired under the Company's ESOPs, provided that designated person is not in possession of UPSI at the time of sale.

- 11.4 The Compliance Officer may waive the holding period in cases where the sale is necessitated by personal emergency after recording reasons in writing in this regard. An application in this regard will need to be made to the Compliance Officer.
- 11.5 The Promoter, member of the Promoter Group, Key Managerial Personnel and director of the company is to disclose the holding of securities of the Company within thirty days of these regulations taking effect to the Company in Form – A provided in Appendix VA. Every person on appointment as a key managerial personnel or a director of the company or upon becoming a promoter or member of the Promoter Group shall disclose his 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 in Form – B in Appendix VB.

- 11.6 Every Promoter & Promoter Group, designated employees and Directors of the Company shall disclose in prescribed Form C provided in Appendix VI to the Company, the number of Securities acquired through employee stock option scheme or through market purchase or disposed of or pledged, 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 (ten lakh) or such other limit as may be prescribed under the Regulations, within 2 (two) Trading Days of such transaction. The Compliance Officer shall notify the particulars of such trading to the Stock Exchanges within two trading days of receipt of such disclosures or from becoming aware of such information.

It is hereby clarified that the disclosure of the incremental transactions after any disclosure under this clause, shall be made when the transactions effected after the prior disclosure cross the limits specified above.

The company may, at its discretion require any other connected person or class of connected persons to make disclosures of holdings and trading in securities of the company in Form – D provided in Appendix X and at such frequency as may be determined by the company in order to monitor compliance with these regulations.

- 11.7 The Designated person shall disclose the following information (in a format as may be prescribed), one time basis, to the Company within 15 days from the date on which this code shall become effective;

- (i) his/her Phone, mobile and cell numbers
- (ii) his/her Permanent Account Number or any other identifier authorized by law
- (iii) Name of Immediate Relatives
- (iv) Persons with whom such designated person(s) shares a Material Financial Relationship
- (v) Permanent Account Number or any other identifier authorized by law of (i) & (ii)
- (vi) Phone, mobile and cell numbers of (iii) & (iv)

Explanations: -“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

- 11.8 All the Designated Persons and such Connected Persons as may be notified by the Compliance Officer must make an annual disclosure of the number of Securities held as on 31st March each year by them, their Relatives and their Immediate Relatives, as the case may be, including details of purchase / sale of Securities during the financial year to the Compliance Officer. This disclosure must be made in the format prescribed at Appendix VII within 30 (thirty) days from the close of each financial year, in electronic or physical form.
- 11.9 The disclosure of Trading in Securities shall also include Trading in derivatives of Securities provided Trading in derivatives of Securities is permitted by any law for the time being in force. Directors, their Relatives and Promoters will not take a position in derivative transactions in the shares of the Company at any time.

12. TRADING PLANS

- 12.1 Each insider shall be entitled to execute Trades in pursuant of a pre-determined trading plan, where such trading plan has been executed by such Insider, approved by the Compliance Officer, and has been publically disclosed by the Company to the Stock Exchanges, 6 (six) months prior to the commencement of the Trading pursuant to the trading plan (“**Trading Plan**”).

- 12.2 A Trading Plan shall be formulated by Insiders in compliance with the Regulations, including any statutory modification(s) or re-enactment(s) for the time being in force.
- 12.3 Such trading plan shall:–
- (i) not entail commencement of trading on behalf of the insider earlier than six months from the public disclosure of the plan;
 - (ii) not entail trading for the period between the twentieth trading day prior to the last day of any financial period for which results are required to be announced by the 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.
- 12.4 Commencement of the Trading Plan shall be deferred by the Compliance Officer in writing, in a situation where the Designated Person is in possession of Unpublished Price Sensitive Information at the time of making the Trading Plan and such information is not generally available at the time of commencement of the Trading Plan.
- 12.5 The Compliance Officer shall approve the Trading Plan within a period of 7 (seven) days and shall take necessary undertaking from the Designated Person presenting such Trading Plan, as necessary on a case by case basis.
- 12.6 Once approved, the Trading Plan shall be irrevocable and the Designated Person shall mandatorily implement the Trades within the Trading Plan without any deviation.
- 12.7 Pre-clearance of trades, trading window norms and restrictions on contra trade shall not be applicable for trades carried out in accordance with an approved trading plan.

13. CONNECTED PERSONS

The Designated Employees of the Company shall ensure that all Connected Persons, including those who provide any services or goods to the Company whether or not pursuant to a written contract and who have access to Unpublished Price Sensitive Information or are reasonably expected to have such access, execute an undertaking substantially in the form prescribed at Appendix IX.

14. OTHER REQUIREMENTS

14.1 NEW POLICY OF “PROCEDURE FOR ENQUIRY IN CASE OF LEAK OF UPSI”

The Managing Director of the 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.

14.2 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 PIT regulations;

14.3 PROCESS FOR HOW AND WHEN PEOPLE ARE BROUGHT 'INSIDE' ON SENSITIVE TRANSACTIONS.

The MD or CFO 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 MD or CFO of the Company.
- (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.

14.4 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 consultation with MD and/or CFO of the Company which shall include the following

- (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 these regulations.
- (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.

14.5 INTERNAL CONTROL SYSTEM

The Managing Director of the Company shall put in place adequate and effective system of internal controls to ensure compliance with the requirements given in these code and PIT regulations to prevent insider trading. The internal control shall include the following

- (a) Identification of designated employees based on the access to unpublished price sensitive information
- (b) All the unpublished price sensitive information shall be identified and its confidentiality shall be maintained as per the requirements of these regulations;
- (c) Adequate restrictions shall be placed on communication or procurement of unpublished price sensitive information as required by these regulations;

(d) Lists of all employees and other persons with whom unpublished price sensitive information is shared shall be maintained and confidentiality agreements shall be signed or notice shall be served to all such employees and persons;

14.6 REVIEW OF COMPLIANCES OF PIT CODE AND VERIFICATION OF INTERNAL CONTROL SYSTEM

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

15. REPORTING REQUIREMENTS FOR TRADING IN SECURITIES

Every Insider will adhere to the following reporting requirements in the formats as may be prescribed:

Event	Time Frame	Format of Disclosure
<u>Application for pre-clearance of Trades</u>	Prior approval	Appendix I and II
<u>Letter of Approval:</u> Approval letter from the Compliance Officer for the pre-clearance of Trades	Within 2 Working Days of receipt of application clearance	Appendix IIIA
<u>Letter of Rejection:</u> Rejection letter from the Compliance Officer for the pre-clearance of Trades	Within 2 Working Days of receipt of application clearance	Appendix IIIB
<u>Completion of transaction:</u> (i) On completion of the Trading of the Securities of the Company after having pre-cleared the transaction by the Compliance Officer;	Within 2 Working Days of completion of the pre-cleared Trade, in case of (i); and within 2 Working	Appendix IVA Appendix IVB
(ii) Reporting of decision to not Trade after securing pre clearance with reasons.	Days on completion of 7 th Trading Day from granting of pre-clearance, in the case of (ii)	
Initial Undertaking by Designated Persons (other than Directors, key managerial personnel, their Relatives/ Immediate Relatives and Promoters): (i) On becoming "Designated Person"; and (ii) this Code being effective for existing Designated Persons	(i) Within 7 days of becoming a Designated Person; and (ii) within a reasonable time period after the Code is effective	Appendix VC and VIII Appendix VIII

In each case, such disclosure or undertaking shall be in respect of Securities held by the Designated Person (other than Directors, key managerial personnel, their Relatives/ Immediate Relatives and Promoters)

Statement of Initial Disclosure by Promoter, key managerial personnel and Director (of Securities held by them, their Relatives/ Immediate Relatives, as the case may be):		
(i) on effective date of the Regulations; and	within 7 days	Appendix V A
(ii) on joining as/ or becoming a Director, key managerial personnel and Promoter	Within 7 days	Appendix V B
<u>Disclosure to the Company/ Stock Exchange:</u> Any designated person, Promoter persons forming part of promoter group will disclose to the Company in Form C (format attached), the total number of Securities acquired through employee stock option scheme or through market purchase, off market purchase or disposed of through market sale or off market scale or pledged etc, 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 lakh) or such other value as may be specified under the Regulations. Such disclosure shall be of Securities held by them, their Relatives/ Immediate Relatives, as the case may be.	Within 2 Trading Days	Appendix VI
Event	Time Frame	Format of Disclosure
<u>Statement of Annual Disclosure:</u> At the end of the financial year by Directors, Promoters and Designated Persons.	Within 30 days of the end of the financial year.	Appendix VII

The Compliance Officer will maintain records in either physical or electronic form, of the declarations in the appropriate forms given by the Directors/Designated Persons for a minimum period of five years.

The Compliance Officer may at his discretion require any other Connected Person or class of Connected Persons to make disclosures of holdings and Trading in Securities of the company in the format prescribed at Appendix X, and at such frequency as he may deem fit in order to monitor compliance with this Code and the Regulations.

16. PENALTY FOR CONTRAVENTION OF CODE OF CONDUCT

Any Insider who (i) Trades in Securities of the Company, or (ii) communicates any information for Trading in Securities of the Company, or (iii) procures Unpublished Price Sensitive Information in contravention of this Code, shall be penalised and the Company will take appropriate action. The Managing Director and the Compliance Officer shall report such violations to the Board. The quantum of penalty shall be decided by the Board, on a case-by-case basis.

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

A Designated Person of the Company who violates this Code, in addition to the above, will also be subject to disciplinary action by the Company, which may include termination without notice, wage freeze, suspension, etc., as may be decided by the Managing Director. In the event an opposite transaction has been executed by an Insider, inadvertently or otherwise, such Insider undertakes to disgorge the profits from such Trade to the Company for onward remittance to SEBI for credit to the Investor Protection and Education Fund, as administered by SEBI as per the details below

Beneficiary Name	Securities and Exchange Board of India
Bank Name	Bank of India
Branch	Bandra-Kurla Complex
Beneficiary A/c No.	012210210000008
IFSC Code/RTGS Code	BKID 0000122

In case if the Compliance Officer is of the opinion that there has been violation of the Regulations by an Insider, SEBI shall be informed promptly.

MATRIMONY.COM LIMITED – CODE OF CONDUCT TO REGULATE, MONITOR AND REPORT TRADING BY INSIDERS

LIST OF APPENDICES

Appendix No.	Particulars
I	Application form for Pre- clearance of Trades in Company's Securities
II	Undertaking to be accompanied with every Pre- clearance Application
IIIA	Draft Letter of Approval from Compliance Officer
IIIB	Draft Letter of Rejection from Compliance Officer
IVA	Confirmation of date of completion of transaction
IVB	Reporting of failure of completion of transaction
VA	Statement of Initial disclosure of shares held in the Company by a Director / Key Managerial Personnel/ Promoter
VB	Statement of initial disclosure of shares held in the Company by a Director / Key Managerial Personnel/ Promoter/ Designated Persons
VC	Statement of initial disclosure of shares held in the Company by a person on becoming Designated Person
VI	Disclosure to the Company / Stock Exchange
VII	Annual Disclosure of shares held by Designated Persons
VIII	Initial Undertaking by Designated Persons (other than Directors and Promoters)
IX	Undertaking by other Connected Persons
X	Disclosure by other Connected Persons (indicative format)

APPENDIX I**APPLICATION FORM FOR PRE- CLEARANCE OF TRADES IN COMPANY'S SECURITIES**

**The Compliance Officer
Matrimony.com Limited,
No.94, TVH Beliciaa Towers,
Tower II, 5th Floor, MRC Nagar,
Chennai - 600028**

Dear Sir,

I intend to trade in the securities of the Company as per the particulars furnished below:

Name(s) of the persons for whom the transaction is to be executed	
PAN No.	
Relationship with the applicant	
No. of shares covered by the transaction	
Nature of transaction for which approval is Sought	Purchase / Sale / Demat / Pledge/ Other
Depository ID No.	
Client ID No.	
Particulars of the broker through whom the transaction is to be executed	Name : Address : Phone No. :

* - strike out whichever is not applicable

I enclose duly executed undertaking executed in favour of the Company, containing the prescribed particulars. I request you to kindly pre-clear the above transaction at the earliest.

Thanking you,

Yours faithfully,

Name of the Applicant
Employee Code No. :
Contact Number:
Department:
Date:
Place:

APPENDIX II

(Draft undertaking to be accompanied with every pre-clearance application)

**The Compliance Officer,
Matrimony.com Limited,
No.94, TVH Beliciaa Towers,
Tower II, 5th Floor, MRC Nagar,
Chennai - 600028**

Dear Sir,

I, _____ being a Director/Designated Employee of the Company, am desirous of trading in _____ shares of the Company held in my name/ in the name of my Immediate Relative / in the name of my Relatives or Companies controlled by me as mentioned in my application dated _____ for pre-clearance of the transaction.

I hereby confirm (in case of an application on behalf of Immediate Relatives/ Relatives/ Companies controlled by me or relatives on behalf of them):

- a. to maintain confidentiality of all 'Unpublished Price Sensitive Information' that may come into my possession in the discharge of my duties with the Company;
- b. not to pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities of the Company based on the same;
- c. to report to the Compliance Officer, any non-public information that may be directly received by me;
- d. that I did not have any access or have received or have not acted on the basis of '**Unpublished Price Sensitive Information**' upto the date of signing this undertaking ;
- e. that in case I have access to or receive '**Unpublished Price Sensitive Information**' after the signing of this undertaking but before the execution of the transaction, I will inform the Compliance Officer of the change in my position and that I will completely refrain from trading in the securities of the Company till such time such information becomes public ;
- f. that I have not contravened the 'Matrimony.com Limited- Code of Conduct to Regulate, Monitor and Report Trading by Insiders' as notified by the Company from time to time; and
- g. That I have made full and true disclosure in the matter.

Name of the Applicant:

Employee Code No. :

Contact Number:

Department:

Date:

Place:

APPENDIX - III A

(Draft letter of approval from Compliance Officer)

Date:

To:

Sub : **Pre-clearance of transaction in Company's Securities**

Ref : **Your application dated _____** for pre-clearance of transaction for shares of the Company in your name / in the name of _____.

With reference to your above application, seeking pre-clearance of your transaction in shares of the Company, we hereby accord our approval to the proposed transaction.

You may kindly note that the aforesaid transaction will be executed within seven (7) trading days from the date of receipt of this approval letter, failing which, an application seeking pre-clearance to the proposed transaction together with undertaking in the prescribed format, will be made afresh.

Further the details of the Trade, as per the aforesaid application, needs to be intimated within two working days of the execution of the Trade.

You may kindly note that after the aforesaid transaction, you will not enter into an opposite transaction during the next six months from the date of the aforesaid transaction.

It is presumed that the proposed transaction is in compliance with the provisions of SEBI (Substantial Acquisition of Shares and Takeovers) Regulation, 2011; Code of Conduct and SEBI (Prohibition of Insider Trading) Regulations, 2015.

Thanking you,

Yours truly,
For **Matrimony.com Limited**

Compliance Officer

APPENDIX - III B

(Draft letter of rejection from Compliance Officer)

Date:

To:

Sub: **Pre-clearance of transaction in Company's Securities**

Ref: **Your application dated _____ for pre-clearance of transaction for shares of the Company in your name / in the name of _____.**

With reference to your above application, seeking pre-clearance of your transaction in shares of the Company, we hereby reject your above application on account of the following reasons:

Thanking you,

Yours truly,
For **Matrimony.com Limited**

Compliance Officer

APPENDIX IV A

(Confirmation of date of completion of transaction)

**The Compliance Officer,
Matrimony.com Limited,
No.94, TVH Beliciaa Towers,
Tower II, 5th Floor, MRC Nagar,
Chennai - 600028**

Dear Sir,

Sub: **Confirmation of date of completion of transaction**

I hereby confirm that the transaction for Trading in the shares of the Company for which, pre-clearance was granted on _____, was completed on _____ by purchasing * / selling * / _____(any other) _____(nos.) equity shares of the Company.

Thanking you,

Yours faithfully,

(Signature)

Name of the Applicant:

Employee Code No. :

Contact Number:

Department:

Date:

Place:

* - strike out whichever is not applicable

APPENDIX IV B

(Reporting of failure of completion of transaction)

**The Compliance Officer,
Matrimony.com Limited,
No.94, TVH Beliciaa Towers,
Tower II, 5th Floor, MRC Nagar,
Chennai - 600028**

Dear Sir,

Sub: **Reporting of failure to execute transaction**

I hereby declare that the transaction for trading in the shares of the Company for which, pre-clearance was granted on _____, was not completed within 7 (seven) days of receipt of the pre-clearance, due to _____. I shall obtain fresh pre-clearance in the event I wish to execute the said trade again.

Thanking you,

Yours faithfully,

(Signature)

Name of the Applicant:

Employee Code No. :

Contact Number:

Department:

Date:

Place:

APPENDIX V A

FORM A

SEBI (Prohibition of Insider Trading) Regulations, 2015

[Regulation 7 (1) (a) read with Regulation 6 (2) – Initial disclosure to the company]

Name of the company: MATRIMONY.COM LIMITED

ISIN of the company: INE866R01028

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 relative to / others etc.)	Securities held as on the date of regulation coming into force		% of Shareholding
		Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	
1	2	3	4	5

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

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

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

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

Name & Signature:

Designation:

Date:

Place:

APPENDIX V B

FORM B

SEBI (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: MATRIMONY.COM LIMITED

ISIN of the company: INE866R01028

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 / others etc.)	Date of appointment of Director / KMP OR Date of becoming Promoter	Securities held at the time of becoming Promoter / appointment of Director / KMP		% of Shareholding
			Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	
1	2	3	4	5	6

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

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

Open Interest of the Future contracts held at the time of becoming Promoter/appointment of Director/ KMP			Open Interest of the Option Contracts held at the time of becoming Promoter/appointment of Director/ KMP		
Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms	Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms
7	8	9	10	11	12

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

Name & Signature:

Designation:

Date:

Place:

APPENDIX V C

**The Compliance Officer,
Matrimony.com Limited,
No.94, TVH Beliciaa Towers,
Tower II, 5th Floor, MRC Nagar,
Chennai - 600028**

Dear Sir,

Sub: **Disclosure on becoming Designated Persons other than Promoters, Key Managerial Personnel (KMP) and Directors**

Name, PAN, CIN/DIN & address with contact nos.	Category of Person (Designated Person/ Immediate relative to / others etc.)	Securities held as on the date of becoming Designated Person		% of Shareholding
		Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	
1	2	3	4	5

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

Details of Open Interest (OI) in derivatives of the company held by Designated Persons / Immediate Relatives other than Promoter, KMP and Directors:

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.

Thanking you,

Yours faithfully,

(Signature)
Name of the
Applicant: Employee
Code No. : Contact
Number: Department:
Date:
Place:

APPENDIX VI

FORM C

SEBI (Prohibition of Insider Trading) Regulations, 2015
 [Regulation 7 (2) read with Regulation 6(2) – Continual Disclosure]

Name of the company: MATRIMONY.COM LIMITED

ISIN of the company: INE866R01028

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, & addresses with contact nos.	Category of Person (Promoters/ KMP / Director s/Designated Person/ Employee/Immediate relative to/others etc.)	Securities held prior to acquisition /disposal		Securities acquired / Disposed			Securities held post acquisition/ disposal		Date of allotment advice/ acquisition of shares/ sale of shares specify		Date of intimation to company	Mode of acquisition / disposal (on market public rights preferential offer / off market Inter-se transfer, ESOPs etc.)	
		Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No. and % of shareholding	Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	Value	Transaction Type (Buy/Sale/Pledge / Revoke / Invoke)	Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No. and % of shareholding	From			To
1	2	3	4	5	6	7	8	9	10	11	12	13	14

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

Details of trading in derivatives of the company by Promoter, Employee or Director of a listed company and other such persons as mentioned in Regulation 6(2).

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

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

Name & Signature:

Designation:

Date:

Place:

APPENDIX VII

ANNUAL DISCLOSURE OF SHARES HELD IN THE COMPANY BY DESIGNATED PERSONS

Details of shares or voting rights held by Designated Persons and their respective Relatives/ Immediate Relatives, as the case may be, including positions taken in derivatives

Name of Designated Person:

Particulars of Designated Person	No. of shares held at the beginning of the year	No. of shares bought/ sold during the year			No. of shares held at the end of the year	Mode of acquisition	Date of Intimation to the Company
		Date	Nos.	Value			
Self							
Spouse							
Other Relatives/ Immediate Relatives							

Note: The above table will be applicable with suitable modifications to disclosures for position taken in derivatives also. Trading in derivatives shall be permissible (for Designated Persons other than Directors, their relatives and Promoters) if permitted by any law for the time being in force.

* I/We declare that I/we have complied with the requirement of not entering into an opposite transaction within six months of the prior transaction (applicable in case of Designated Persons).

* I further declare that the above disclosure is true and correct and is in accordance with the previous disclosures given to the Company.

(Signature)

Name of Designated Person/ other Connected

Person: Employee Code No.:

Contact number:

Department:

Location:

Date:

(In case of Companies – to be signed by the Director of the Company)

APPENDIX VIII

Initial Undertaking

Name of the Designated Person:

Date

The Compliance Officer,
Matrimony.com Limited,
No.94, TVH Beliciaa Towers,
Tower II, 5th Floor, MRC Nagar,
Chennai - 600028

Dear Sir,

Re: Undertaking under the Matrimony.com Limited- Code of Conduct to Regulate, Monitor and Report Trading by Insiders

1. I have read and understood the Matrimony.com Limited- Code of Conduct to Regulate, Monitor and Report Trading by Insiders ("**Code**") and undertake to fully comply with the provisions thereof during my association with Matrimony.com Limited ("**Company**").
2. I also acknowledge that the provisions of the Code form an integral part of the terms of my service/employment/engagement with the Company and any breach of the Code would result in a breach of the terms of such service/employment/engagement and I understand and agree to be subject to all the consequences of such a breach.
3. I acknowledge that in the course of my employment with the Company, I shall come across Unpublished Price Sensitive Information, which would be given to me in confidence, and I undertake that I shall not disclose any Price Sensitive Information received by me to any of my Dependents or Relatives.
4. I further undertake that if I gain access to, or receive, any Price Sensitive Information I shall completely refrain from Trading in the securities of the Company till the time such information becomes generally available, in all cases in accordance with this Code.
5. In the event of any breach of the provisions of the Code by any of my Dependents, I hereby unconditionally undertake to be fully responsible for the consequences of any such breach as if such breach was mine and fully indemnify and keep the Company and its Directors from and against all or any penalties/fines/charges/costs that may be imposed or incurred by SEBI or any other statutory authorities under any Act, law or regulation.
6. All disclosures and undertakings made by me are complete and accurate in all respects and I have not withheld information that would make any of my undertakings or disclosures herein, inaccurate.
7. All capitalized terms used herein but not defined shall have the same meaning ascribed to it in the Code.

Yours Sincerely,

Name of Designated Person:

Employee Code No.:

Contact number:

Department:

Location:

Date:

APPENDIX IX

Date: _____

To,
The Compliance Officer,
Matrimony.com Limited,
**No.94, TVH Beliciaa Towers,
Tower II, 5th Floor, MRC Nagar,
Chennai - 600028**

Dear Sir,

Re : Terms of Service

1. We, *[insert name of Connected Person]* are *[providing/receiving]* *[nature of services/goods to be inserted]* to Matrimony.com Limited ("**Company**") pursuant to a contract/arrangement entered into between us and the Company ("**Services**").
2. We hereby acknowledge that we are aware (and that our representatives, employees, affiliates, and advisors are aware or, will be advised by us) that in the course of providing Services to the Company, we, our representatives, employees, affiliates, and advisors shall be in possession of information and/or documents in any form or manner, which may contain material, non-public information regarding the Company or any affiliate of the Company. We further acknowledge that we are aware and that our representatives, employees, affiliates, and advisors have been advised that applicable securities laws prohibit any person having unpublished price sensitive information about a company from trading with the securities of that company or communicating such unpublished price sensitive information, and we agree to abide by and cause our representatives, employees, affiliates, and advisors, to abide by the terms of such securities laws, including without limitation, the SEBI (Prohibition of Insider Trading) Regulations, 2015 ("**PIT Regulations**"), as may be replaced, amended or supplemented from time to time and other applicable laws in relation to insider trading and the acquisition of securities. We have also been provided with a copy of the Matrimony.com Limited- Code of Conduct for the Prevention of Insider Trading Regulations, as issued by the Company and agree to abide by the same.
3. In the event of any breach of the provisions of (i) this undertaking, or (ii) any applicable securities laws, including the PIT Regulations, by us or any of our representatives, affiliates, employees, directors, officers, advisors, we hereby unconditionally undertake to be fully responsible for the consequences of any such breach and fully indemnify and keep the Company and its directors, officers, employees, agents, representatives, and affiliates from and against all or any damages on account of such breach, or any penalties/fines/charges/costs/actions that may be imposed or undertaken by the Securities and Exchange Board of India or any other authorities under any Act, law or regulation.
4. We shall promptly notify the Company in the event of any breach of the provisions of (i) this undertaking, or (ii) any applicable securities laws, including the PIT Regulations, by us or our employees, officers, directors, affiliates, representatives, and advisors.
5. We also acknowledge that this undertaking forms an integral part of the terms of our engagement with the Company and any breach of this undertaking would result in a breach of the terms of such engagement and we understand and agree to be subject to all the consequences of such a breach.

Yours Sincerely,
[Name of Connected Person]
Contact Number

APPENDIX X

Form D (Indicative format)

SEBI (Prohibition of Insider Trading) Regulations, 2015

Regulation 7(3) – Transactions 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 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 eg. – Shares, Warrants, Convertible Debentures etc.)	No. and % of shareholding	Type of security (For eg. – Shares, Warrants, Convertible Debentures)	No	Value	Transaction Type (Buy / Sale / Pledge / Revoke /Invoke)	Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No. and % of shareholding	From	To		
1	2	3	4	5	6	7	8	9	10	11	12	13	14

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

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

Trading in derivatives (Specify type of contract, Futures or Options etc)						Exchange on which the trade was executed
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:

Place:
