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

(As amended by the Board of Directors on 7th November 2026)

1. PREAMBLE AND APPLICABILITY

1.1 This Code of Conduct to Regulate, Monitor and Report Trading by Insiders (the "**Code**") is framed by Finolex Cables Limited (the "**Company**") to regulate, monitor and report Trading by Insiders.

1.2 This Code is intended to prevent misuse of Unpublished Price Sensitive Information ("**UPSI**") by Insiders and Connected Persons and to ensure that the Directors and Designated Persons of the Company and their Immediate Relatives do not derive any benefit, or assist others to derive any benefit, from access to and possession of UPSI.

1.3 The Code, approved by the Board of Directors on 12th May 2015, was effective from 15th May 2015 and was amended on 26th May 2023, 10th August 2024 and 11th November 2025. The Code has been further amended by the Board on 7th November 2026 and the amended Code shall be effective from 7th November 2026.

1.4 The Code shall apply to and be binding on all Designated Persons and their Relative and Immediate Relatives and, to the extent provided herein, on all Insiders and Connected Persons, including persons having a contractual or fiduciary relationship with the Company.

2. LEGAL FRAMEWORK

2.1 The Securities and Exchange Board of India ("**SEBI**"), in exercise of the powers conferred on it under the Securities and Exchange Board of India Act, 1992, has notified the SEBI (Prohibition of Insider Trading) Regulations, 2015, effective from 15th May 2015, as amended from time to time (the "**Regulations**").

2.2 In terms of Regulation 9(1) of the Regulations, the board of directors of every listed company shall ensure that the Managing Director / Chief Executive Officer formulates, with the approval of the board, a code of conduct to regulate, monitor and report trading by its designated persons and their immediate relatives towards achieving compliance with the Regulations, adopting the minimum standards set out in Schedule B to the Regulations.

2.3 Accordingly, the Board of Directors of the Company at its meeting held on 12th May 2015 approved and adopted the Code, which was amended on 26th May 2023, 10th August 2024 and 11th November 2025 and further amended on 7th November 2026.

3. DEFINITIONS

3.1 "**Act**" means the Securities and Exchange Board of India Act, 1992.

3.2 "**Audit Committee**" means the Audit Committee of the Board constituted under Section 177 of the Companies Act, 2013 and Regulation 18 of the Listing Regulations.

3.3 "**Board**" means the Board of Directors of the Company.

3.4 "**Company**" means Finolex Cables Limited.

3.5 "**Compliance Officer**" means the Company Secretary of the Company or, in the absence of the Company Secretary, such other qualified Company Secretary as may be appointed by the Board in accordance with Regulation 6(1) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, being a senior officer in whole-time employment of the Company, not more than one level below the Board of Directors and designated as a Key Managerial Personnel, who is financially literate and capable of appreciating requirements for legal and regulatory compliance under the Regulations, reporting to the Board, and who shall be responsible for compliance of policies and procedures, maintenance of records, monitoring adherence to the rules for the preservation of UPSI, monitoring of trades and the implementation of this Code under the overall supervision of the Board.

Explanation: "financially literate" shall mean a person who has the ability to read and understand basic financial statements, i.e., balance sheet, profit and loss account and statement of cash flows.

3.6 "**Connected Person**" means:

(i) any person who is or has during the six months prior to the concerned act been associated with the Company, 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, whether temporary or permanent, between himself / herself and the Company, that allows such person, directly or indirectly, access to UPSI or is reasonably expected to allow such access;

(ii) without prejudice to the generality of the foregoing, the following categories of persons shall be deemed to be Connected Persons unless the contrary is established:

(a) a Relative of Connected Persons specified in sub-clause (i); or

(b) a holding company or associate company or subsidiary company (list of such companies as set out in **Annexure – I**); 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 a clearing house or corporation; or

(f) a member of the 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 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 organisation recognised or authorised 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 the Company or his / her Relative or a banker of the Company has more than ten per cent of the holding or interest; or

(k) a firm or its partner or its employee in which a Connected Person specified in sub-clause (i) is also a partner; or

(l) a person sharing household or residence with a Connected Person specified in sub-clause (i).

3.7 "**Derivative**" includes (i) a security derived from a debt instrument, share, loan, whether secured or unsecured, risk instrument or contract for differences or any other form of security; and (ii) a contract which derives its value from the prices, or index of prices, of underlying Securities.

3.8 "**Designated Persons**" means the persons designated by the Board in consultation with the Compliance Officer on the basis of their role and function in the organisation and the access that such role and function would provide to UPSI, in addition to seniority and professional designation, and shall comprise:

(a) Promoters and Directors of the Company and of its material subsidiaries;

(b) Key Managerial Personnel of the Company;

(c) the Managing Director / Chief Executive Officer and employees up to two levels below the Chief Executive Officer of the Company and of its material subsidiaries, irrespective of their functional role in the Company or ability to have access to UPSI;

(d) employees of the Company and of its material subsidiaries designated on the basis of their functional role or access to UPSI in the organisation;

(e) support staff of the Finance, Accounts, Secretarial, Legal, Information Technology and such other departments of the Company who have access to UPSI; and

(f) such other persons as may be designated by the Compliance Officer or the Board from time to time.

3.9 "**Director**" means a director on the Board of the Company.

3.10 "**Employee**" means every employee of the Company (whether working in India or abroad), including the Directors in the employment of the Company.

3.11 "**Generally Available Information**" means information that is accessible to the public on a non-discriminatory basis. Information published on the website of a stock exchange would ordinarily be considered as generally available.

3.12 "**Immediate Relative**" means a spouse of a person, and includes parent, sibling and child of such person or of the spouse, any of whom is either dependent financially on such person, or consults such person in taking decisions relating to Trading in Securities.

3.13 "**Insider**" means any person who is (i) a Connected Person; or (ii) in possession of or having access to UPSI.

3.14 "**Insider Trading**" means Trading in Securities by an Insider when in possession of UPSI.

3.15 "**Key Managerial Personnel**" means a person as defined in Section 2(51) of the Companies Act, 2013.

3.16 "**Legitimate Purpose**" shall include sharing of UPSI in the ordinary course of business by an Insider with partners, collaborators, lenders, customers, suppliers, merchant bankers, 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 the Regulations, and as more particularly set out in the Company's Policy for Determination of Legitimate Purposes forming part of its Code of Practices and Procedures for Fair Disclosure of UPSI.

3.17 "**Listing Regulations**" means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

3.18 "**Material Financial Relationship**" means a relationship in which one person is a recipient of any kind of payment, such as by way of a loan or gift, from a Designated Person during 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.

3.19 "**Material Subsidiary**" shall have the meaning assigned to it under the Listing Regulations.

3.20 "**Promoter**" and "**Promoter Group**" shall have the meanings assigned to them under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof.

3.21 "**Regulations**" means the SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time.

3.22 "**Relative**" means (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 (iii); and (vi) spouse of the person listed at (iv).

3.23 "**SEBI**" means the Securities and Exchange Board of India established under Section 3 of the Act.

3.24 "**Securities**" shall have the meaning assigned to it under the Regulations and the Securities Contracts (Regulation) Act, 1956 or any modification thereof. Unless the context otherwise requires, references in this Code to Securities shall mean Securities of the Company.

3.25 "**Stock Exchanges**" means BSE Limited and National Stock Exchange of India Limited, where the Securities of the Company are listed.

3.26 "**Structured Digital Database**" or "**SDD**" means the database maintained by the Company in terms of Clause 5 of this Code and Regulation 3(5) of the Regulations.

3.27 "**Takeover Regulations**" means the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended from time to time.

3.28 "**Trading**" means and includes subscribing, redeeming, switching, buying, selling, dealing, or agreeing to subscribe, redeem, switch, buy, sell or deal in any Securities, and "**Trade**" shall be construed accordingly.

3.29 "**Trading Day**" means a day on which the recognised stock exchanges are open for Trading.

3.30 "**Trading Plan**" means a plan formulated by an Insider in accordance with Regulation 5 of the Regulations and Clause 8 of this Code.

3.31 "**Trading Window**" means the window available for Trading in the Securities of the Company, and "**Trading Window Closure Period**" means the period during which the Trading Window is closed in terms of Clause 12 of this Code.

3.32 "**Unpublished Price Sensitive Information**" or "**UPSI**" means any information, relating to the Company or its Securities, directly or indirectly, that is not Generally Available which upon becoming Generally Available, is likely to materially affect the price of the Securities and shall, ordinarily including but not restricted to, information relating to the following:

(i) financial results;

(ii) dividends;

(iii) change in capital structure;

(iv) mergers, de-mergers, acquisitions, de-listings, disposals and expansion of business, award or termination of order/contracts not in the normal course of business and such other transactions;

(v) changes in Key Managerial Personnel, other than due to superannuation or end of term, and resignation of a Statutory Auditor or Secretarial Auditor;

(vi) change in rating(s), other than ESG rating(s);

(vii) fund raising proposed to be undertaken;

(viii) agreements, by whatever name called, which may impact the management or control of the Company;

(ix) 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 or abroad;

(x) resolution plan / restructuring or one time settlement in relation to loans / borrowings from banks / financial institutions;

(xi) 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;

(xii) initiation of forensic audit, by whatever name called, by the Company or any other entity for detecting mis-statement in financials, misappropriation / siphoning or diversion of funds and receipt of final forensic audit report;

(xiii) 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;

(xiv) outcome of any litigation(s) or dispute(s) which may have an impact on the Company;

(xv) 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;

(xvi) granting, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals.

Explanation 1 – For the purpose of sub-clause (ix): (a) "fraud" shall have the same meaning as referred to in Regulation 2(1)(c) of the SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003; and (b) "default" shall have the same meaning as referred to in Clause 6 of Paragraph A of Part A of Schedule III of the Listing Regulations.

Explanation 2 – For identification of events enumerated in this clause as UPSI, the guidelines for materiality referred at Paragraph A of Part A of Schedule III of the Listing Regulations as may be specified by SEBI from time to time and materiality as referred at Paragraph B of Part A of Schedule III of the Listing Regulations shall be applicable.

3.33 Words and expressions used and not defined in this Code but defined in the Regulations, the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996, the Companies Act, 2013 or the Listing Regulations, and the rules and regulations made thereunder, shall have the meanings respectively assigned to them in those legislations.

4. COMMUNICATION AND PROCUREMENT OF UPSI

4.1 Prohibition on communication or procurement of UPSI

4.1.1 No Insider shall communicate, provide or allow access to any UPSI, relating to the Company or its Securities, to any person including other Insiders, except where such communication is in furtherance of Legitimate Purposes, performance of duties or discharge of legal obligations.

4.1.2 No person shall procure from or cause the communication by any Insider of UPSI, relating to the Company or its Securities, except in furtherance of Legitimate Purposes, performance of duties or discharge of legal obligations.

4.1.3 Insiders who are in possession of UPSI shall handle such information with care and deal with it strictly on a need-to-know basis. "Need-to-know" basis means that UPSI shall be disclosed only to those 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.

4.1.4 All non-public information directly received by any Employee shall immediately be reported to the head of the department and to the Compliance Officer for necessary entry in the Structured Digital Database.

4.1.5 Files containing confidential information shall be kept secure and computer files shall have adequate security of login and password.

4.1.6 No information shall be passed by Designated Persons by way of making a recommendation for the purchase or sale of Securities of the Company.

4.2 Sharing of UPSI for Legitimate Purposes

4.2.1 UPSI may be shared for Legitimate Purposes only in accordance with the Company's Policy for Determination of Legitimate Purposes.

4.2.2 Any person in receipt of UPSI pursuant to a Legitimate Purpose shall be considered an Insider for the purposes of this Code and the Regulations, and due notice shall be given to such person to maintain confidentiality of such UPSI in compliance with the Regulations. Details of such sharing shall be recorded in the Structured Digital Database.

4.3 Sharing of UPSI in connection with certain transactions

Notwithstanding anything contained in this Code, UPSI may be communicated, provided, allowed access to or procured in connection with a transaction that would:

4.3.1 entail an obligation to make an open offer under the Takeover Regulations where the Board is of the informed opinion that sharing of such information is in the best interests of the Company; or

4.3.2 not attract the obligation to make an open offer under the Takeover Regulations but where the Board is of the informed opinion that sharing of such information is in the best interests of the Company and the information that constitutes UPSI 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 may determine to be adequate and fair to cover all relevant and material facts.

4.3.3 For the purposes of Clauses 4.3.1 and 4.3.2, the Board 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 purpose specified above, and shall not otherwise trade in Securities of the Company when in possession of UPSI. Such sharing shall be recorded in the Structured Digital Database.

4.4 Interaction with analysts, media and institutional investors

Interactions with analysts, media persons and institutional investors shall be governed by the Company's Code of Practices and Procedures for Fair Disclosure of UPSI and the disclosure requirements under the Listing Regulations. In particular: (a) only Generally Available Information shall be provided; (b) at least two representatives of the Company shall be present at such meetings; (c) unanticipated questions may be taken on notice and a considered response given later, and if the answer includes UPSI, a public announcement shall be made before responding; and (d) presentations, audio / video recordings and transcripts of such meetings shall be disseminated within the timelines prescribed under the Listing Regulations.

5. STRUCTURED DIGITAL DATABASE

5.1 The Company shall maintain a Structured Digital Database containing the nature of UPSI and the names of such persons who have shared the information and also the names of such

persons with whom information is shared under this Code and the Regulations, along with the Permanent Account Number or any other identifier authorised by law where Permanent Account Number is not available.

5.2 The SDD shall not be outsourced and shall be maintained internally, under the supervision of the Compliance Officer, with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the database.

5.3 Entries in the SDD shall be made contemporaneously with the sharing of UPSI. Provided that entry of information not emanating from within the Company may be made not later than two calendar days from the receipt of such information.

5.4 The SDD shall be preserved for a period of not less than eight years after completion of the relevant transactions and, in the event of receipt of any information from SEBI regarding any investigation or enforcement proceedings, the relevant information in the SDD shall be preserved till the completion of such proceedings.

6. INSTITUTIONAL MECHANISM FOR PREVENTION OF INSIDER TRADING

6.1 The Managing Director / Chief Executive Officer shall put in place adequate and effective systems of internal controls to ensure compliance with the requirements of the Regulations to prevent Insider Trading, which shall include the following:

(a) all Employees who have access to UPSI are identified as Designated Persons;

(b) all UPSI is identified and its confidentiality is maintained as per the requirements of the Regulations;

(c) adequate restrictions are placed on communication or procurement of UPSI as required by the Regulations;

(d) lists of all Employees and other persons with whom UPSI is shared are maintained, and confidentiality agreements are signed or notice is served on all such Employees and persons;

(e) all other relevant requirements specified under the Regulations are complied with; and

(f) periodic process review is undertaken to evaluate the effectiveness of such internal controls.

6.2 The Board shall ensure that the Managing Director / Chief Executive Officer ensures compliance with Regulation 9 and Regulation 9A of the Regulations.

6.3 The Audit Committee shall review compliance with the provisions of the Regulations at least once in a financial year and shall verify that the systems for internal control are adequate and are operating effectively.

6.4 The Company has formulated, with the approval of the Board, a written Policy and Procedures for Inquiry in case of Leak or Suspected Leak of UPSI. The Company shall initiate appropriate inquiries on becoming aware of a leak or suspected leak of UPSI and shall promptly inform SEBI of such leaks, inquiries and the results of such inquiries.

6.5 Employees may report instances of leak of UPSI under the Company's Vigil Mechanism / Whistle Blower Policy.

6.6 No Employee shall be discharged, terminated, demoted, suspended, threatened, harassed, or discriminated against, directly or indirectly, by reason of filing a Voluntary Information Disclosure Form with SEBI under Chapter IIIA of the Regulations, testifying, assisting or cooperating with SEBI in any investigation, inquiry, audit, examination or proceeding, or breaching any confidentiality agreement or provision of any terms of employment or engagement solely to prevent such Employee from cooperating with SEBI in any manner.

7. COMPLIANCE OFFICER

7.1 The Compliance Officer shall report to the Board and shall provide reports to the Chairman of the Audit Committee, at such frequency as may be stipulated by the Board but not less than once in a year, on compliance with and violations of this Code and on such other matters as may be directed by the Audit Committee or the Board.

7.2 The report shall contain all relevant details including, without prejudice to the generality thereof: (i) instances of violation of the Code or the Regulations by any person; (ii) disclosures received; (iii) Trading Plans approved and their implementation status; (iv) pre-clearances approved and rejected; and (v) any other matter as may be decided by the Audit Committee or the Board.

7.3 The Compliance Officer & Secretarial Department shall maintain (a) an updated list of Designated Persons; (b) records of disclosures, pre-clearance applications, undertakings and Trading Plans for a period of eight years; and (c) any other information required to be maintained under the Regulations.

7.4 The Compliance Officer shall assist all Employees in addressing any clarifications regarding the Regulations and this Code.

7.5 Pre-clearance applications and Trading Plans of the Compliance Officer shall be approved by the Managing Director or the Chief Executive Officer of the Company, who shall exercise Due Diligence under this Code for such purpose.

8. TRADING PLAN

8.1 An Insider shall be entitled to formulate a Trading Plan and present it to the Compliance Officer for approval and public disclosure pursuant to which Trades may be carried out on his / her behalf in accordance with such plan.

8.2 The Trading Plan shall:

(i) 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;

(ii) not entail overlap of any period for which another Trading Plan is already in existence;

(iii) set out the following parameters for each Trade to be executed: (a) either the value of Trade to be effected or the number of Securities to be traded; (b) nature of the Trade; (c) either the specific date or a time period not exceeding five consecutive

Trading Days; and (d) price limit, i.e., an upper price limit for a buy Trade and a lower price limit for a sell Trade, subject to the range of plus or minus twenty per cent of the closing price on the day before submission of the Trading Plan; and

(iv) not entail Trading in Securities for market abuse.

8.3 The Compliance Officer shall review the Trading Plan to assess whether the plan would have any potential for violation of the Regulations and shall approve or reject the Trading Plan within two Trading Days of its receipt. The Compliance Officer shall be entitled to seek such express undertakings as may be necessary to enable such assessment and to approve and monitor the implementation of the plan.

8.4 The Trading Plan once approved shall be irrevocable and the Insider shall mandatorily 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:

Provided that the implementation of the Trading Plan shall not be commenced if any UPSI in possession of the Insider at the time of formulation of the plan has not become Generally Available at the time of commencement of implementation;

Provided further that if the Insider has set a price limit for a Trade under Clause 8.2(iii)(d), the Insider shall execute the Trade only if the execution price of the Security is within such limit. If the price of the Security is outside the price limit set by the Insider, the Trade shall not be executed;

Provided further that in case of non-implementation (full or partial) of the Trading Plan due to either the reasons enumerated in the provisos above or due to permanent incapacity or bankruptcy or operation of law, the Insider shall intimate the Compliance Officer within two Trading Days of the end of tenure of the Trading Plan, with reasons and supporting documents. The Compliance Officer shall place such information, along with his / her recommendation to accept or reject the submissions of the Insider, before the Audit Committee in its immediately next meeting. The Audit Committee shall decide whether such non-implementation is bona fide, and its decision shall be notified by the Compliance Officer to the Stock Exchanges on the same day. In case the Audit Committee does not accept the submissions made by the Insider, the Compliance Officer shall take action as per this Code.

8.5 Pre-clearance of Trades and the Trading Window restrictions shall not be applicable to Trades carried out in accordance with an approved Trading Plan. The restriction on contra trade under Clause 10 shall, however, apply to such Trades.

8.6 The Compliance Officer shall notify the approved Trading Plan to the Stock Exchanges on the day of its approval, in such format as may be specified by SEBI.

9. PRE-CLEARANCE OF TRADES

9.1 All Designated Persons who intend to Trade in the Securities of the Company, for themselves or for their Immediate Relatives, when the Trading Window is open, shall obtain prior clearance of the Compliance Officer where the Securities proposed to be traded, whether in

one transaction or a series of transactions in a calendar quarter, exceed 100 Securities or a market value of Rs. 1,00,000/- (Rupees One Lakh only), whichever threshold is crossed first. The application shall be made in the format at **Annexure – II** and shall be accompanied by an undertaking in favour of the Company in the format at **Annexure – III**.

9.2 No Designated Person shall apply for pre-clearance of any proposed Trade if such Designated Person is in possession of UPSI, even if the Trading Window is not closed.

9.3 The Compliance Officer shall have the authority to seek further information, if deemed necessary, and it shall be obligatory for the Designated Person to furnish the information sought immediately.

9.4 Prior to approving any Trade, the Compliance Officer shall be entitled to seek declarations to the effect that the applicant for pre-clearance is not in possession of any UPSI, and shall have regard to whether any such declaration is reasonably capable of being rendered inaccurate.

9.5 The Compliance Officer shall endeavour to convey the decision within two Trading Days of receipt of a complete application. Approval shall be conveyed in the format at **Annexure – IV**.

9.6 Trades that have been pre-cleared shall be executed within seven Trading Days from the date of approval, failing which fresh pre-clearance shall be obtained.

9.7 Designated Persons shall submit a report of the Trade executed within two Trading Days of its execution and, where no Trade is executed, a 'Nil' report within two Trading Days of the expiry of the validity of the pre-clearance, in the format at **Annexure – V**.

10. CONTRA TRADE AND OTHER RESTRICTIONS

10.1 A Designated Person who buys or sells any number of Securities of the Company, whether in his / her own name or in the name of an Relative/Immediate Relative, shall not execute a contra trade, i.e., sell or buy any number of Securities during the next six months following the prior transaction. This restriction shall also apply to Trades executed under an approved Trading Plan, but shall not apply to Trades pursuant to exercise of stock options.

10.2 The Compliance Officer may grant relaxation from strict application of such restriction for reasons to be recorded in writing, provided that such relaxation does not violate the Regulations.

10.3 Should a contra trade be executed, inadvertently or otherwise, in violation of such restriction, the profits from such Trade shall be liable to be disgorged for remittance to SEBI for credit to the Investor Protection and Education Fund administered by SEBI under the Act.

11. TRADING WHEN IN POSSESSION OF UPSI

11.1 No Insider shall Trade in Securities of the Company when in possession of UPSI. Provided that the Insider may prove his / her 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 UPSI without being in breach of Regulation 3 of the

Regulations and both parties had made a conscious and informed trade decision; provided that such UPSI was not obtained under Clause 4.3; provided further that such off-market Trades shall be reported by the Insiders to the Company within two working days, and the Company shall notify the particulars of such Trades to the Stock Exchanges 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 UPSI without being in breach of Regulation 3 of the Regulations and both parties had made a conscious and informed trade decision; provided that such UPSI was not obtained by either person under Clause 4.3;

(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 UPSI were different from the individuals taking Trading decisions and such decision-making individuals were not in possession of such UPSI when they took the decision to Trade; and (b) appropriate and adequate arrangements were in place to ensure that the Regulations are not violated and no UPSI 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 the Regulations and Clause 8 of this Code.

Note: When a person who has traded in Securities has been in possession of UPSI, his / her Trades would be presumed to have been motivated by the knowledge and awareness of such information in his / her possession.

11.2 In the case of Connected Persons, the onus of establishing that they were not in possession of UPSI shall be on such Connected Persons, and in other cases, the onus would be on SEBI.

11.3 SEBI may specify such standards and requirements, from time to time, as it may deem necessary for the purpose of the Regulations.

12. TRADING WINDOW

12.1 Designated Persons and their Immediate Relatives shall not Trade in the Securities of the Company when the Trading Window is closed. 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 UPSI. Such closure shall be imposed in relation to such Securities to which such UPSI relates.

12.2 In respect of financial results, the Trading Window shall remain closed from the end of every quarter till 48 hours after the declaration of financial results. The Company shall, by e-mail,

intimate the Trading Window Closure Period and the date of the Board meeting to the Designated Persons and shall also intimate the closure to the Stock Exchanges. It shall be the responsibility of the Designated Persons to communicate the Trading Window Closure to their Immediate Relatives.

12.3 Apart from Clause 12.2, where the Company takes up for consideration any of the matters set out in Clause 3.32 or any other matter that may have a material impact on the price of the Securities of the Company, the Compliance Officer shall close the Trading Window and intimate the same to the Designated Persons concerned. Such Trading Window Closure shall end not earlier than 48 hours after the relevant UPSI becomes Generally Available, as determined by the Compliance Officer.

12.4 The Trading Window need not be closed in respect of UPSI not emanating from within the Company. However, the prohibition on Trading when in possession of UPSI under Clause 11 shall continue to apply.

12.5 Since special events which give rise to an event-based Trading Window Closure Period may require certain pre-work involving certain Employees, such Employees may be subject to an additional Trading Window Closure Period, commencing when they are assigned the required pre-work responsibility. This would be notified to the Employees concerned and this additional Trading Window Closure Period would apply only to such Employees and the management personnel involved in the decision. Such Employees / management personnel shall not disclose the fact of the special Trading Window Closure Period to others.

12.6 The timing for re-opening of the Trading Window shall be determined by the Compliance Officer taking into account various factors including the UPSI in question becoming Generally Available and being capable of assimilation by the market, which in any event shall not be earlier than 48 hours after the information becomes Generally Available.

12.7 All Designated Persons and their Immediate Relatives shall conduct all their dealings in the Securities of the Company only when the Trading Window is open and shall not deal in any transaction involving the purchase or sale of the Securities of the Company during the Trading Window Closure Period or during any other period as may be specified by the Company from time to time.

12.8 The Trading Window restrictions shall also apply to any person having a contractual or fiduciary relationship with the Company, such as auditors, accountancy firms, law firms, analysts, consultants, etc., assisting or advising the Company.

12.9 The Trading Window restrictions shall not apply in respect of:

(a) transactions specified in sub-clauses (i) to (iv) and (vi) of Clause 11.1;

(b) pledge of shares for a bona fide purpose such as raising of funds, subject to pre-clearance by the Compliance Officer and compliance with the respective regulations;

(c) transactions undertaken in accordance with the respective regulations made by SEBI, such as acquisition by conversion of warrants or debentures, subscribing to rights issue, further public issue, preferential allotment, or tendering of shares in a buy-back offer, open offer or delisting offer; and

(d) transactions undertaken through such other mechanism as may be specified by SEBI from time to time, including offer for sale and rights entitlement transactions.

12.10 In case of Employee Stock Option Plans, the exercise of an option, where the exercise price is pre-determined in compliance with the applicable regulations, may be allowed during the Trading Window Closure Period. However, sale of Securities allotted on exercise of such options shall not be allowed during the Trading Window Closure Period.

13. DISCLOSURES

13.1 General provisions

13.1.1 Every public disclosure under this Clause shall be made in such form as may be specified by SEBI from time to time.

13.1.2 The disclosures to be made by any person under this Clause shall include those relating to Trading by such person's Immediate Relatives and by any other person for whom such person takes Trading decisions.

13.1.3 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 the purposes of this Clause, subject to Trading in such Derivatives being permitted by any law for the time being in force.

13.2 Initial disclosures

13.2.1 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 / 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, in Form B as prescribed by SEBI.

13.2.2 Every Designated Person shall, within seven days of becoming a Designated Person, disclose to the Company his / her holding of Securities of the Company and that of his / her Immediate Relatives, together with the information specified in Clause 13.3, in the format at **Annexure – VI**.

13.3 Annual and event-based disclosures by Designated Persons

13.3.1 Every Designated Person shall disclose to the Company, on an annual basis within thirty days of the end of each financial year and within seven days of any change in the information, the names and Permanent Account Number or any other identifier authorised by law of the following persons, along with the phone / mobile numbers used by them: (a) Immediate Relatives; and (b) persons with whom such Designated Person shares a Material Financial Relationship.

13.3.2 In addition, the names of educational institutions from which Designated Persons have graduated and the names of their past employers shall be disclosed on a one-time basis.

13.3.3 Disclosures under this Clause shall be made in the format at **Annexure – VI**.

13.4 Continual disclosures

13.4.1 Every Promoter, member of the Promoter Group, Designated Person and Director of the Company shall disclose to the Company the number of Securities acquired or disposed of within two Trading Days of such transaction if the value of the Securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of Rs. 10,00,000/- (Rupees Ten Lakh only) or such other value as may be specified, in Form C as prescribed by SEBI (key particulars at **Annexure – VII**).

Explanation: Disclosure of the incremental transactions after any disclosure under this sub-clause shall be made when the transactions effected after the prior disclosure cross the threshold specified above.

13.4.2 Without prejudice to Clause 13.4.1, all Designated Persons shall report every Trade in the Securities of the Company by them or their Immediate Relatives, whether or not pre-clearance was required, within two Trading Days of the Trade in the format at **Annexure – V**.

13.5 Disclosure by the Company

The Company shall notify the particulars of Trading disclosed under Clause 13.4.1 to the Stock Exchanges within two Trading Days of receipt of the disclosure or from becoming aware of such information.

13.6 Disclosure by other Connected Persons

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 as prescribed by SEBI or such other form and at such frequency as may be determined by the Company, in order to monitor compliance with the Regulations.

14. PENALTY FOR CONTRAVENTION OF THE CODE

14.1 Any Designated Person who Trades in Securities or communicates any information for Trading in Securities in contravention of this Code may be penalised, and appropriate action may be taken by the Company in the manner set out in **Annexure – VIII**.

14.2 Designated Persons who violate this Code shall also be subject to disciplinary action by the Company, which may include wage freeze, suspension, recovery, clawback, ineligibility for future participation in Employee Stock Option Plans, etc.

14.3 Any amount collected under this Clause shall be remitted to SEBI for credit to the Investor Protection and Education Fund administered by SEBI under the Act.

14.4 Designated Persons shall be responsible for ensuring compliance with this Code by their Immediate Relatives, and any contravention by an Immediate Relative shall be deemed to be a contravention by the Designated Person concerned.

14.5 The action taken by the Company under this Clause shall not preclude SEBI from taking any action in case of violation of the Regulations.

15. REPORTING OF VIOLATIONS AND CONSEQUENCES UNDER THE REGULATIONS

15.1 In case it is observed that there has been a violation of this Code or the Regulations by any person, the Compliance Officer shall promptly inform the Chairman of the Audit Committee and the Board, and the Company shall promptly report such violation to the Stock Exchanges in such form and manner as may be specified by SEBI.

15.2 If any Insider (i) either on his / her own behalf or on behalf of any other person, deals in Securities of a body corporate listed on any stock exchange on the basis of any UPSI; or (ii) communicates any UPSI to any person, with or without his / her request for such information, except as required in the ordinary course of business or under any law; or (iii) counsels, or procures for any other person to deal in any Securities of any body corporate on the basis of UPSI, he / she shall be liable to a penalty which shall not be less than Rs. 10 lakh but which may extend to Rs. 25 crore or three times the amount of profits made out of Insider Trading, whichever is higher, in terms of Section 15G of the Act read with Regulation 10 of the Regulations.

15.3 In addition, SEBI may issue directions under Sections 11, 11B and 11D of the Act, and contraventions may attract prosecution under Section 24 of the Act.

16. TRAINING

16.1 The Company shall arrange awareness programmes on this Code and the Regulations for Designated Persons and, where considered appropriate, for fiduciaries and other persons with whom UPSI is shared.

17. AMENDMENT

17.1 The Board reserves its right to amend or modify this Code in whole or in part, at any time when it deems appropriate, to suit the requirements of the Regulations and other applicable laws. No such amendment or modification shall be binding unless notified in writing.

17.2 In the event of any amendment to the Regulations, the amended Regulations shall prevail and this Code shall stand amended to that extent. The Managing Director / Chief Executive Officer and the Compliance Officer are authorised to make consequential changes to this Code, which shall be placed before the Board at its next meeting.

18. CONCLUSION

18.1 All Designated Persons are advised to familiarise themselves with the Regulations and to comply with the same, as well as with this Code, both in letter and in spirit. Designated Persons are also advised to ensure compliance by their Immediate Relatives.

18.2 For any assistance or clarifications, kindly contact the Compliance Officer of the Company at 020-27506202 / 020-27506230, e-mail: cs@finolex.com, or at Finolex Cables Limited, 26-27, Mumbai-Pune Road, Pimpri, Pune – 411 018.

Date: 7th November 2026

SD/-

CHAIRMAN

Annexure – I

LIST OF HOLDING, SUBSIDIARY AND ASSOCIATE (INCLUDING JOINT VENTURE) COMPANIES TO WHICH THE CODE SHALL BE APPLICABLE

S. No.	Name of the Company	Nature of relationship with Finolex Cables Limited
1	Finolex J-Power Systems Limited	Joint Venture Company
2	Orbit Electricals Private Limited	Shareholder & Promoter Group Company

Annexure – II

FORMAT OF APPLICATION FOR PRE-CLEARANCE OF TRADE

Date: ……

To,
The Compliance Officer,
Finolex Cables Limited,
26-27, Mumbai-Pune Road, Pimpri, Pune – 411 018

Dear Sir / Madam,

Sub: Application for pre-clearance of Trade in Securities of the Company

Pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders (the "Code"), I seek approval for the proposed Trade in the Securities of the Company as per details given below:

S. No.	Particulars	Details
1	Name of the Designated Person	
2	Designation / Employee Code	
3	PAN	
4	Trade proposed in the name of (Self / Immediate Relative)	
5	If Immediate Relative – name, relationship and PAN	
6	Number of Securities held as on date (by the person in whose name the Trade is proposed)	
7	Folio No. / DP ID / Client ID	
8	Nature of proposed Trade	(a) Purchase (b) Subscription (c) Sale (d) Pledge (e) Others (specify)
9	Proposed date / period of Trade	
10	Estimated number of Securities proposed to be traded	
11	Estimated value of the proposed Trade (Rs.)	
12	Current market price (as on the date of application)	
13	Whether the proposed Trade will be through stock exchange or off-market	
14	Folio No. / DP ID / Client ID where the Securities will be credited / debited	
15	Date and nature of the last Trade (self / Immediate Relative) in the preceding six months, if any	

I confirm that (a) I am not in possession of any UPSI; (b) the proposed Trade will not result in a contra trade within six months of any prior Trade by me or my Immediate Relatives; and (c) the Trading Window is open as on date. I enclose herewith the undertaking in the format at Annexure – III duly signed by me.

Yours faithfully,

Signature: …….

Name: …….

Designation: …….

Place: …….

Annexure – III

FORMAT OF UNDERTAKING TO ACCOMPANY THE APPLICATION FOR PRE-CLEARANCE

UNDERTAKING

To,
The Compliance Officer,
Finolex Cables Limited,
26-27, Mumbai-Pune Road, Pimpri, Pune – 411 018

I, ……, …… (designation) of the Company, residing at ……, am desirous of trading in …… * Securities of the Company, for myself / my Immediate Relative …… (name and relationship), 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 ("UPSI"), as defined in the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders (the "Code"), up to the time of signing this undertaking.

In the event that I have access to or receive any information that could be construed as UPSI 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 Trading in the Securities of the Company until such information becomes Generally Available.

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

I undertake that I shall not execute a contra trade within six months of this Trade, and shall comply with the restrictions under Clause 10 of the Code.

I undertake to execute the Trade within seven Trading Days of the receipt of approval, failing which I shall seek fresh pre-clearance, and to submit the necessary report within two Trading Days of execution of the Trade, or a 'Nil' report within two Trading Days of expiry of the validity of the approval if the Trade is not undertaken.

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

Date: …….

Signature: …….

Name: …….

** Indicate number of Securities*

Annexure – IV

FORMAT OF PRE-CLEARANCE ORDER

To,
Name: …….

Designation: …….

Place: …….

This is to inform you that your request for Trading in …… (Nos.) Securities of the Company, in the name of ……, as mentioned in your application dated …… is approved. Please note that the said transaction must be completed on or before …… that is, within seven (7) Trading Days from today.

In case you do not execute the approved transaction on or before the aforesaid date, you would have to seek fresh pre-clearance before executing any transaction in the Securities of the Company. Further, you are required to file the details of the executed transaction in the format at Annexure – V within two (2) Trading Days from the date of the transaction. In case the transaction is not undertaken, a 'Nil' report shall be submitted within two (2) Trading Days of expiry of the validity of this approval.

Please note that you shall not execute a contra trade within six months of this transaction.

Yours faithfully,

for FINOLEX CABLES LIMITED

Compliance Officer

Date: ……

Encl: Format for submission of details of transaction (Annexure – V)

Annexure – V

FORMAT FOR REPORTING OF TRADES

[To be submitted within two Trading Days of the Trade / expiry of the validity of pre-clearance]

To,
The Compliance Officer,
Finolex Cables Limited,
26-27, Mumbai-Pune Road, Pimpri, Pune – 411 018

I hereby inform that I / my Immediate Relative:

☐ have not bought / sold / subscribed to any Securities of the Company pursuant to the pre-clearance dated ……; or

☐ have bought / sold / subscribed to …… Securities of the Company as mentioned below on …… (date):

Name of holder	Relationship (Self / IR)	No. of Securities dealt with	Bought / Sold / Subscribed	DP ID / Client ID / Folio No.	Price (Rs.)

In connection with the aforesaid transaction(s), I undertake to preserve, for a period of eight (8) years, and produce to the Compliance Officer / SEBI, any of the following documents: (1) broker's contract note; (2) proof of payment to / from brokers; (3) extract of bank passbook / statement (in case of demat transactions); (4) copy of delivery instruction slip (in case of sale transactions).

I confirm that the above transaction is not a contra trade in terms of Clause 10 of the Code and that I / my Immediate Relative shall not execute a contra trade within six months of the above transaction.

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

Date: …….

Signature: …….

Name: …….

Designation: …….

Annexure – VI

DISCLOSURE BY DESIGNATED PERSON

[Initial (within 7 days of designation) / Annual (within 30 days of end of financial year) / Event-based (within 7 days of change)]

To,
The Compliance Officer,
Finolex Cables Limited,
26-27, Mumbai-Pune Road, Pimpri, Pune – 411 018

I, ……, in my capacity as …… of the Company, hereby submit the following disclosure as on …… under Clause 13.2.2 / 13.3 of the Code.
Nature of disclosure: ☐ Initial ☐ Annual ☐ Event-based (change)

Part A – Details of the Designated Person

Name	
Designation / Employee Code	
PAN	
Phone / mobile number(s) used	
Date of becoming Designated Person	

Part B – Securities of the Company held by the Designated Person

Type of Securities	Number of Securities	Folio No.	DP ID / Client ID

Part C – Details of Immediate Relatives and their holdings

Name	Relationship	PAN / other identifier	Phone / mobile no.	No. and type of Securities held	Folio No. / DP ID / Client ID

Part D – Persons with whom the Designated Person shares a Material Financial Relationship

Name	PAN / other identifier	Phone / mobile no.	Nature of relationship

Part E – One-time disclosure

Name(s) of educational institution(s) from which graduated	
Name(s) of past employer(s)	

I hereby declare that the above details are true, correct and complete in all respects, and undertake to inform the Company of any change within seven days of such change.

Date: …….

Signature: …….

Name: …….

Annexure – VII

CONTINUAL DISCLOSURE – KEY PARTICULARS OF FORM C

[Regulation 7(2)(a) of the Regulations read with Clause 13.4.1 of the Code – to be submitted within two Trading Days of the transaction. The format prescribed by SEBI (Form C), as amended from time to time, shall prevail.]

To,
The Compliance Officer,
Finolex Cables Limited,
26-27, Mumbai-Pune Road, Pimpri, Pune – 411 018

I, ……, in my capacity as …… of the Company, hereby submit the following details of change in holding of Securities of the Company:

S. No.	Particulars	Details
1	Name, PAN, CIN / DIN and address with contact nos.	
2	Category of person (Promoter / member of Promoter Group / Designated Person / Director / Immediate Relative / others)	
3	Securities held prior to acquisition / disposal – type and number, and % of shareholding	
4	Securities acquired / disposed – type, number and value	
5	Transaction type (Purchase / Sale / Pledge / Revocation / Invocation / Others – specify)	
6	Securities held post acquisition / disposal – type and number, and % of shareholding	
7	Date of allotment advice / acquisition of shares / disposal of shares (from – to)	
8	Date of intimation to the Company	
9	Mode of acquisition / disposal (on market / public / rights / preferential offer / off market / inter-se transfer / ESOPs / others)	
10	Exchange on which the Trade was executed	
11	Trading in Derivatives (if any) – type of contract, contract specifications, buy and sell (notional value and number of units / contracts)	

I hereby declare that the above details are true, correct and complete in all respects.

Date: …….

Signature: …….

Name: …….

Place: …….

Annexure – VIII

PENALTY FOR CONTRAVENTION OF THE CODE OF CONDUCT TO REGULATE, MONITOR AND REPORT TRADING BY INSIDERS

The Code requires Designated Persons and their Immediate Relatives, inter alia, to obtain pre-clearance for specified Trades, to report Trades and make periodic disclosures within the stipulated timelines, to refrain from Trading during the Trading Window Closure Period, and to refrain from contra trades. It is strongly recommended that Designated Persons go through and strictly adhere to the Code and the SEBI (Prohibition of Insider Trading) Regulations, 2015.

In terms of the Code, the Company will take appropriate disciplinary action against defaulters. The following action shall be taken for non-compliance with the Code, in addition to any action that may be taken by SEBI or other authorities:

1.	**Not obtaining pre-clearance for Trading in Securities (including Trading above the approved limits)** First instance: Warning Second instance: Fine of up to 5% of the gross value of the transaction Third instance: Fine of up to 10% of the gross value of the transaction Fourth instance: Action as may be decided by the Board
2.	**Delay in reporting Trades (including 'Nil' reports) or in making disclosures under Clause 13 within the stipulated time** First instance: Warning Second instance: Fine of Rs. 1,000/- per day of default, up to the first 10 days of default Third instance: Fine of Rs. 2,000/- per day of default, up to the first 10 days of default Fourth instance: Action as may be decided by the Board Note: The fine for any delay beyond the first 10 days of default shall be decided by the Board.
3.	**Trading during the Trading Window Closure Period** First instance: Warning Second instance: Fine of 10% of the gross value of the transaction Third instance: Fine of 20% of the gross value of the transaction Fourth instance: Action as may be decided by the Board
4.	**Execution of a contra trade in violation of Clause 10** In every instance: Disgorgement of profits from such Trade for remittance to SEBI for credit to the Investor Protection and Education Fund First instance: Warning Second instance: Fine of up to 5% of the gross value of the transaction Third instance: Fine of up to 10% of the gross value of the transaction Fourth instance: Action as may be decided by the Board
5.	**Deviation from or non-implementation of an approved Trading Plan not accepted as bona fide by the Audit Committee** Action as may be decided by the Audit Committee / Board
6.	**Any other non-compliance with the Code** Appropriate action as may be decided by the Board

Any fine or amount collected under this Annexure shall be remitted to SEBI for credit to the Investor Protection and Education Fund administered by SEBI under the SEBI Act, 1992. The modalities for remittance shall be communicated by the Compliance Officer to the concerned person.

Every violation of the Code, including an instance attracting a warning, shall be reported by the Company to the Stock Exchanges in the manner specified by SEBI.

Designated Persons shall be responsible for contraventions by their Immediate Relatives.

In case of any doubt or dispute with regard to the interpretation or applicability of the provisions of the Code, the decision of the Board shall be final. In case the Board is required to review any transaction or impose a penalty on one of its own members, the concerned member shall recuse himself / herself and shall not participate in the deliberations on that matter.

The above shall come into force with effect from 7th November 2026.