

## CODE OF CONDUCT

### INTRODUCTION

This code of conduct is framed in terms of Regulation 17(5) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, (“Regulations”) which is applicable for the following persons (hereinafter collectively be referred to ‘Applicable Persons’) in order to maintain the standard in the business and to ensure adherence to the compliances with the legal requirements:

- Board members
- Employees of the Company
- Key Managerial Personnel
- Senior Management Personnel of the Company.

The Applicable Persons are expected to read and adhere to this Code in performing their duties.

Nothing contained in this Code, in any other policy and procedures or in other related communication of the Company shall constitute or implies an employment or contract of employment for a definite term or a guarantee of confirmed employment.

### DEFINITIONS

“**Act**” means the Companies Act, 2013.

“**Code**” means this code of conduct.

“**Committee(s) of the Board**” means a committee formed by the Board of the Company.

“**Committee**” includes a Committee of Board.

“**Company**” means Lux Industries Limited.

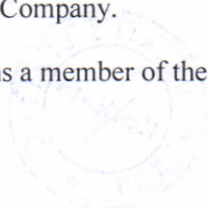
“**Compliance Officer**” means the Company Secretary or such other senior officer, who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under these regulations designated so and reporting to the Board of Directors and who shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for preservation of unpublished price sensitive information, monitoring of trades and implementation of the codes specified in these regulations under the overall supervision of the Board of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

“**Confidential Information**” includes unpublished price sensitive information of the Company.

“**Customers**” means any business or entity to which the Company or any of its subsidiaries sells any product bearing a trademark of the Company.

“**Conflict of Interest**” refers a situation where the interests or benefits of one person or entity interferes with those of the Company.

“**Director**” means a member of the Board of Directors of the Company.



**“Employee”** means a person who is in the employment of the Company in part or full time basis and includes a person who is on probation, training, retainership, temporary or contractual basis, across all units, branches and offices of the Company.

**“Independent Director”** means a Director of the Company appointed as such in terms of the provisions of the Act and the Regulations.

**“Key Managerial Personnel”** shall have the same meaning as assigned in section 2(51) of the Act.

**“Relative”** means “relative” as defined in section 2(77) of the Companies Act, 2013 and rules prescribed thereunder.

**“Regulations”** refers to the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

**“Senior Management Personnel”** means the officers of the Company who are members of its core management team excluding the Board of Directors and generally, the same would comprise of:

- a. All executive one level below the Board;
- b. All functional / departmental heads;
- c. Company Secretary & Chief Financial Officer(CFO); and
- d. Any other person who the Board may include within the definition of senior management personnel.

**“Supplier”** means vendor of product or services to the Company, including consultants, contractors and agents. It also includes any suppliers that the Company is actively considering using, even if no business ultimately is awarded.

**“Unpublished price sensitive information or UPSI”** shall have the same meaning as assigned to the SEBI (prohibition of Insider Trading) Regulations, 2015.

**“Whole time Director”** means a Director who are in whole time employment of the Company.

### **KEY REQUIREMENTS**

The Applicable Persons shall act within the authority conferred upon them in the best interests of the Company and will:

- act in the best interest of, and fulfill their fiduciary obligations to the Company and its shareholders;
- act honestly, fairly, ethically and with integrity;
- conduct themselves in a professional courteous and respectful manner and not take improper advantage of their position;
- act in good faith, responsibly with due care, competence and diligence, without allowing their independent judgment to be subordinated;





- use their prudent judgment to avoid all situations, decisions or relationships which give or could give rise to conflict of interest or appear to conflict their responsibilities within the Company;
- not exploit for his/her own personal gain, opportunities that are discovered through use of corporate property, information or position, unless the Company declines to pursue such opportunity for its business interest(s);
- disclose and avoid having any personal and/ or financial interest in any business dealings concerning the Company;
- not hold any positions or jobs or engage in outside businesses or other interest that are prejudicial to the interest of the Company; and
- inform the Board, at the earliest opportunity, any existing or potential conflict of interest situation.
- shall be accountable to the stakeholders i.e. shareholders, debtors, creditors, contractors, suppliers, customers, Government etc. in discharge of the duties of the Company;
- shall assist the Company in implementing the best corporate governance practices.

### **DUTIES OF DIRECTORS**

The Director(s) of the Company:

- shall act in accordance with the articles of the Company, subject to the provisions of the Act as amended from time to time;
- shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interests of the Company, its employees, the shareholders, the community and for the protection of environment;
- shall exercise his duties with due and reasonable care, skill and diligence and shall exercise independent judgment;
- shall not involve in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company;
- shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates and if such director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the company;
- shall not assign his office and any assignment so made shall be void.

### **DUTIES OF INDEPENDENT DIRECTORS**

An Independent Director of the Company, in addition to the aforesaid duties, shall-

