

QUINTEGRA SOLUTIONS LIMITED - POLICY FOR RELATED PARTY TRANSACTIONS

1. Purpose

This Policy is framed to regulate transactions between the Company and its Related Parties in conformity with the provisions of the Companies Act 2013, including the Rules made there under and Clause 49 of the Listing Agreement and is effective 1st October 2014. The purpose is to ensure proper approval and reporting of transactions between the company and the related party in the best interest of the company and its shareholders.

This Policy spells out the Related Party Transactions adopted by the Company's Board of Directors, as recommended by the Audit Committee and sets forth the procedures under which such transactions must be reviewed and approved/or ratified.

2. Definitions

- a) "Audit Committee or Committee" means the Audit Committee of Board of Directors of the Company;
- b) "Board" means the Board of Directors of the Company;
- c) "Key Managerial Personnel" means the following managerial personnel as defined under the Companies Act, 2013:
- (i) the Chief Executive Officer or the managing director or manager ;
 - (ii) the Company Secretary;
 - (iii) the whole-time director;
 - (iv) the Chief Financial Officer and
 - (v) such other officer as may be prescribed under the Companies Act 2013;
- d) "Policy" means this Related Party Transactions Policy;
- e) "Related Party" means an entity which is a related party as defined in Section 2(76) of the Companies Act, 2013 as listed below:

Individuals	Other than individuals
<ul style="list-style-type: none">• Director or his relative• Key Managerial Personnel or his relative• Any person on whose advice, directions or instructions a director or manager is accustomed to act• A director or key managerial personnel of the holding company or his Relative	<ul style="list-style-type: none">• A firm, in which a director, manager or his relative is a partner• A private company in which a director or manager is a member or director• A public company in which a director or manager is a director or holds along with his relatives, more than 2% of its paid-up share capital• Any body corporate whose Board of Directors, managing director or manager is accustomed to act in accordance with the advice, directions or instructions of a director or manager• A holding, subsidiary or an associate company• A subsidiary of a holding company to which it is also a subsidiary

f) "Related Party Transaction" means any transaction directly or indirectly involving any Related Party which is a transfer of resources, services or obligations between a company and a related party, regardless of whether a price is charged; A "transaction" with a related party shall be construed to include single transaction or a group of transactions in a contract.

g) "Material Related Party Transaction" means a transaction with a related party if the transaction/transactions to be entered into individually or taken together with previous transactions during a financial year, exceeds ten percent of the consolidated annual turnover of the Company as per the last audited financial statements of the Company;

h) "Relative" means a relative as defined in Section 2(77) of the Companies Act, 2013.

Words and expressions used in this Policy not specifically defined hereunder will have the same meaning assigned to them in the Companies Act, 2013 or Rules framed there under and applicable SEBI Regulations.

3. Identification of Potential Related Party and Transactions

Every Director and Key Managerial Personnel is responsible:

to notify the list of related parties as covered under Sec 2(76) of the Companies Act and under Accounting Standard 18.
to give an advance intimation of any potential Related Party Transaction involving him or her or his or her Relative with such other additional information as may be required

The agenda of the Board meeting at which the resolution is proposed to be moved shall disclose:

name of the related party and nature of relationship;
nature, duration of the contract and particulars of the contract or arrangement;
material terms of the contract or arrangement including the value, if any;
any advance paid or received for the contract or arrangement, if any; and the manner of determining the pricing and other commercial terms, both included as part of contract and not considered as part of the contract;
whether all factors relevant to the contract have been considered, if not, the details of factors not considered with the rationale for not considering those factors; and
any other information relevant or important

a) the Audit Committee/ Board shall decide whether such transaction constitutes a Related Party Transaction requiring compliance with this Policy.

5. Restrictions relating to Related Party Transactions

- All Related Party Transactions shall require prior approval of Audit Committee.
- All Material Related Party Transactions shall require approval of the shareholders.
- Related Parties shall abstain from voting on such resolutions.

6. Transactions require prior approvals

In the following circumstances, in addition to approval of Board of Directors at a meeting of the board, prior approval of members will also be required before entering into any related party transaction

a) Sale, purchase or supply of any goods or materials directly or through appointment of agents exceeding 25% of the annual turnover as mentioned in clause (a) and clause (e) respectively of Section 188(1).

b) Selling or otherwise disposing of, or buying, property of any kind directly or through appointment of agents exceeding 10% of net worth as mentioned in clause (b) and clause (e) respectively of Section 188(1).

c) Leasing of property of any kind exceeding 10% of the net worth or exceeding 10% of turnover as mentioned in clause (c) of Section 188(1).

d) Availing or rendering of any services directly or through appointment of agents exceeding 10% of the net worth as mentioned in clause (d) and clause (e) of Section 188(1).

e) Appointment to any office or place of profit in the company, its subsidiary company or associate company at a monthly remuneration exceeding Rs. 2.5 Lakhs as mentioned in clause (f) of Section 188(1).

f) Remuneration for underwriting the subscription of any securities or derivatives thereof of the company exceeding 1% of the net worth as mentioned in clause (g) of Section 188(1).

The limits specified in sub-clause (a) to (d) above shall apply for the transaction(s) during a financial year, either individually or taken together.

7. Review and Approval of Related Party Transactions

Related Party Transactions will be reported to the Audit Committee for review and approval with all material facts.

Any member of the Committee who has a potential interest in any Related Party Transaction will abstain from discussions and voting on the approval of the Related Party Transaction(s).

The Audit Committee will determine whether to approve such Related Party Transactions or not after considering the factors like business reasons, commercial terms, materiality, extent of related party interest in the transaction, fairness of the RPT terms as compared to general prevailing market terms

8. Exemptions/Non-applicability

The following Related Party Transactions shall not require prior approval of Audit Committee or Shareholders:

- i. Any transaction that involves the providing of compensation to a director or Key Managerial Personnel in connection with his or her duties to the Company or any of its subsidiaries or associates, including the reimbursement of reasonable business and travel expenses incurred in the ordinary course of business.
- ii. Any transaction in which the Related Party's interest arises solely from ownership of securities issued by the Company and all holders of such securities receive the same benefits pro rata as the Related Party.
- iii. transactions entered into between the Company and its wholly owned subsidiary whose accounts are consolidated with the holding company and placed before the shareholders at the general meeting for approval.
- iv. transactions entered into by the company in its ordinary course of business, which are on arm's length basis.
("arm's length transaction" means a transaction between two related parties that is conducted as if they were unrelated, so that there is no conflict of interest.)
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