

CONFLICT OF INTEREST POLICY

BEACON TRUSTEESHIP LIMITED

I. PURPOSE

The purpose of this policy is to ensure the independence of the certificates/reports issued by the Empaneled Agency to Beacon Trusteeship Limited (“Company”) pursuant to the circulars issued by the regulatory authorities from time to time.

II. DEFINITIONS

- a. **Client** – any Person who is engaged with the Company for obtaining the trusteeship services
- b. **Conflict of Interest** – means any act which has the adverse effect on the independence of the reports/certificates issued by the Empaneled Agency.
- c. **Empaneled Agency** – any Person who is empaneled by the Company to conduct due diligence of the Client pursuant to circular issued by the regulatory authorities from time to time.
- d. **Financial Interest** – The interest that any Empaneled Agency may have in the monetary transactions of the Clients. In particular, any interest that could have a direct bearing on the financial gain/loss of the said Empaneled Agency.
- e. **Person** - any individual, corporation, firm, association, partnership, limited liability partnership, company or other legal entity or other form of business organization.

III. PROCEDURE

a. Duty to disclose

Every Empaneled Agency is obligated to disclose any known or potential Conflicts of Interest as soon as they arise. Failure to do so could result in termination of agreement/terms of empanelment with the Company.

b. Investigating potential conflicts

When a possible Conflict of Interest arises, the Company will collect of the pertinent information and may question any concerned parties. If the Company determines that a Conflict of Interest exists, steps will be taken to address to conflict. If no Conflict of Interest exists, the inquiry may be documented but no further action will be taken.

c. Addressing conflicts of interest

When an actual Conflict of Interest is found, any transactions that may have been affected will be reviewed retroactively. Affected parties both within and outside of the business, will be notified. An investigation will also be conducted by the Company to determine the extent of the Conflict of Interest and the intentions of the parties involved.

d. **Disciplinary action**

As all Conflict of Interest will be reviewed on a case-by-case basis, a review may result in disciplinary action. The Company has full discretion to deem what disciplinary action is both fitting and necessary, including suspension and/or termination of agreement/terms of empanelment with Empaneled Agency.

IV. DECLARATION FOR NON-CONFLICT OF INTEREST

The Declaration for non-Conflict of Interest shall be obtained from the Empaneled Agency as per Annexure I for the respective Client before initiating the process of due diligence of respective Client.

ANNEXURE I

<<On the letter head of Empaneled Agency>>

Date: _____

To,
Beacon Trusteeship Limited
4 C & D, Siddhivinayak Chambers, Opp. MIG Cricket Club,
Bandra (East), Mumbai 400051

Sub: Declaration for not having conflict of interest in conducting the due diligence of the <<Name of the Client>> (“Issuer Company”) and <<Name of Security Provider, if any>> (“Security Provider”)

Dear Sir,

We, <<name of Empaneled Agency>>, <<Address>>, hereby declare that we do not have any direct or indirect Interest in the Client/Security Provider ----- whose Due Diligence exercise / Periodic Monitoring we have been advised to undertake in terms of the Empanelment Agreement dated ----- executed with Beacon Trusteeship Limited.

This declaration forms an integral part of the said Empanelment Agreement.

Yours Faithfully,

For <<Name of Empaneled Agency>>

<<Authorised Signatory>>

<<Sign & Stamp>>

Annexure II
Empanelment Process

a. **Selection Criteria**

While empaneling any external agency on its panel, BEACON shall perform due diligence to assess the competency of external agency to comply with the obligations in the empanelment agreement to be entered with them. The external agencies are to be evaluated considering factors outlined below:

1. **Proficiency:** Proficiency in terms of Experience and Expertise of the external agency in the relevant field and eligibility in accordance with the applicable law to perform the assignment
2. **Conformity:** Conformity of the practices and systems of the External Agencies with the Company's requirements and objectives and maintenance of confidentiality
3. **Adherence:** Adherence & compliance with the terms of this policy, the Conflict of Interest Policy of BEACON, the agreement to be entered with BEACON, privacy laws and extant regulations and circulars outlined by SEBI.
4. **Conflict of Interest:** No pecuniary relationship with the issuer company 3 years prior to issue.

b. **Written Contracts:**

BEACON's empanelment shall be governed by written contracts / agreements / terms and conditions / email confirmations (as deemed appropriate) that clearly describe all material aspects of the empanelment including the rights, responsibilities, and expectations of the parties to the contract, client confidentiality issues, termination procedures, etc. BEACON and empaneled External Agencies shall execute such engagement agreements before assigning and entrusting any assignment / work.