POLICY ON RELATED PARTY TRANSACTIONS

360 ONE WAM LIMITED AND IT'S SUBSIDIARIES

I. Objective and applicability:

The objective of the Policy on Related Party Transactions (hereinafter referred to as "**Policy**") is to ensure that all transactions with the related parties are properly identified, reviewed and approved pursuant to the Applicable Laws (as defined below). The Policy shall apply to Related Party Transaction(s) (as defined below) of 360 ONE WAM Limited and/or its subsidiary(ies) and any Modification thereof.

II. Guiding Act/Regulations/Rules:

a. The Companies Act, 2013 and rules made thereunder read with the circulars and notifications issued thereunder (with amendments or enactments thereof) from time to time (hereinafter referred to as **"Companies Act, 2013"**);
b. SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, read with the circulars and notifications issued thereunder (with amendments or enactments thereof) from time to time (hereinafter referred to as "**SEBI LODR**"); and
c. Accounting Standard – 18 (with amendments or enactments thereof).
d. The applicable provisions of the Companies Act, 2013 and SEBI LODR are hereinafter collectively referred to as the **"RPT Provisions"** and the applicable provisions of the RPT Provisions, accounting standards and all other laws, rules, regulations, circulars, notifications etc. are hereinafter collectively referred to as the **"Applicable Laws"**.

III. Definitions:

(i) "**Audit Committee**" or "**Committee**" means Committee of the Board of Directors of the Entity constituted under the provisions of the SEBI (Listing Obligations and Disclosure Requirements), 2015 and / or the Companies Act, 2013.

(ii) **"Arm's length"** or **"Arm's length transaction"** shall have the same meaning as defined under **Companies Act, 2013**[1] and **SEBI LODR** from time to time.

(iii) "**Board**" means the Board of Directors of the Entity.

(iv) **"Entity"** means 360 ONE WAM Limited and/or its subsidiary(ies).

(v) **"Listed Entity"** shall have the same meaning as defined under SEBI LODR, as amended, from time to time and shall include high value debt listed entity as defined under SEBI LODR.

(vi) "**Material Modification(s)**" means Modification to a Related Party Transaction (as defined

[1] *Presently, as per the Companies Act, 2013, Section 188 defines arm's length transaction as a transaction between two related parties that is conducted as if they were unrelated, so that there is no conflict of interest and SEBI LODR does not define the same.*

below) which shall be considered 'material' as per Clause IV(D) of the Policy.

(vii) "**Material Related Party Transaction(s)**" means a Related Party Transaction (as defined below) which shall be considered **'material'**[2] under SEBI LODR.

(viii) "**Modification**" means a modification of any kind to a Related Party Transaction.

"Ordinary course of business" means usual transactions undertaken by the Entity to conduct its business operations and activities, including but not limited to activities as per Memorandum of Association and Articles of Association of the Entity.

(ix) "**Related Party"** has the same meaning as defined under the RPT Provisions.

(x) "**Related Party Transaction"** has the same meaning as defined under the RPT Provisions.

(xi) "**Relative"** has the same meaning as defined under the RPT Provisions.

All terms used in this Policy but not defined herein shall have the meaning assigned to such term in the Companies Act, 2013 and / or SEBI LODR, as applicable. In case of any conflict between the applicable meanings assigned to such term under the Companies Act, 2013 and SEBI LODR, the term shall be interpreted in such manner that ensures compliance with both Companies Act, 2013 and SEBI LODR. Unless the context otherwise requires, words in the singular include the plural and vice versa.

IV. COMPLIANCES/APPROVALS/PROCESSES WITH RESPECT TO RELATED PARTY TRANSACTIONS

In compliance with Section 177, 188 and other the applicable provisions of the Companies Act, 2013 and Regulation 23 and other applicable provisions of SEBI LODR, the following process is put in place:

A. Approval of the Audit Committee[3]:

a. All Related Party Transactions of the Entity or any subsequent Modifications shall require prior approval of the Audit Committee of that Entity.
b. All Related Party Transactions to which the subsidiary of the Listed Entity is a party but the Listed Entity is not a party, fulfilling the **'criteria'**[4] specified under SEBI LODR, unless

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[2] *Presently, as per SEBI LODR, w.e.f. April 1, 2022, (a) a transaction with a related party shall be considered 'material', if the transaction(s) to be entered into individually or taken together with previous transactions during a financial year, exceeds rupees one thousand crore or ten per cent of the annual consolidated turnover of the Listed Entity as per the last audited financial statements of the Listed Entity, whichever is lower and (b) a transaction with a related party w.r.t. brand usage or royalty shall be considered 'material' if the transaction(s) to be entered into individually or taken together with previous transactions during a financial year, exceed 5% of the annual consolidated turnover of the Listed Entity as per the last audited financial statements of the Listed Entity.*

[3] *Applicable to Entities which have constituted the Audit Committee. Further, in case of a Listed Entity, as per present provisions of SEBI LODR, only those members of the Audit Committee, who are Independent Directors, shall approve Related Party Transactions.*

[4] *As per SEBI LODR, with effect from April 1, 2023, a Related Party Transaction to which the subsidiary of a Listed Entity is a party but the Listed Entity is not a party, shall require prior approval of the Audit Committee of the Listed Entity if the value of such transaction whether entered into individually or taken together with previous transactions during a financial year, exceeds **10% of the annual standalone turnover**, as per the last audited financial statements of the subsidiary.*

such transaction is **'exempt'**[5] under SEBI LODR, shall be placed before the Audit Committee of the Listed Entity in accordance with SEBI LODR, for prior approval.

c. All subsequent Material Modification(s) to Related Party Transaction(s) to which the subsidiary of the Listed Entity is a party but the Listed Entity is not a party, unless such transaction is **'exempt'**[6] under SEBI LODR, shall be placed before the Audit Committee of the Listed Entity in accordance with SEBI LODR read with Clause IV(D) of the Policy, for prior approval.

d. The Audit Committee may grant omnibus approval for Related Party Transactions. The proposal seeking omnibus approval of the Audit Committee, with details and disclosures about the proposed Related Party Transactions as specified under the RPT Provisions, may be placed before the Audit Committee and the Audit Committee may grant its approval as per the RPT Provisions with such other conditions as it may consider necessary in line with the RPT Provisions and the Policy and in the interest of the Entity. Such omnibus approval, unless specified otherwise, shall be valid for the maximum period permissible under the RPT Provisions.

e. The Audit Committee shall review, the details of Related Party Transactions entered into by the Entity pursuant to each of the omnibus approval given, at such frequency as it may deem fit and subject to the minimum interval as specified under the RPT Provisions.

B. Approval of the Board of Directors:

Related Party Transactions as specified under section 188 or any other RPT Provisions, or any subsequent Modification thereto, shall be placed before the Board for its approval, unless such transaction is **'exempt'**[7] under the RPT Provisions. The proposal seeking approval of the Board, with details and disclosures about the proposed Related Party Transactions as specified under RPT Provisions, may be placed before the Board and the Board may grant its **approval**[8] as per the RPT Provisions and with such other conditions as it may consider necessary in line with the Policy and in the interest of the Entity.

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[5] *As per SEBI LODR, w.e.f. April 1, 2022, the exempt transactions include (a) transactions entered into between a holding company and its wholly owned subsidiary whose accounts are consolidated with such holding company and placed before the shareholders at the general meeting for approval and (b) transactions entered into between two wholly-owned subsidiaries of the listed holding company, whose accounts are consolidated with such holding company and placed before the shareholders at the general meeting for approval.*

[6] *As per SEBI LODR, w.e.f. April 1, 2022, the exempt transactions include (a) transactions entered into between a holding company and its wholly owned subsidiary whose accounts are consolidated with such holding company and placed before the shareholders at the general meeting for approval and (b) transactions entered into between two wholly-owned subsidiaries of the listed holding company, whose accounts are consolidated with such holding company and placed before the shareholders at the general meeting for approval.*

[7] *As per Companies Act, 2013, the exempt transactions include transactions entered into by the Entity in its ordinary course of business and on an Arm's length basis.*

[8] *As per Companies Act, 2013, Every Director who is in any way, whether directly or indirectly, concerned or interested in a contract or arrangement entered into or to be entered into (a) with a body corporate in which such Director or such Director in association with any other Director, holds more than 2% shareholding of that body corporate, or is a promoter, manager, Chief Executive Officer of that body corporate; or (b) with a firm or other entity in which, such Director is a partner, owner or member, as the case may be, shall disclose the nature of his concern or interest at the meeting of the Board in which the contract or arrangement is discussed and shall not participate in such meeting.*

C. Approval of the shareholders:

a. In case of the Listed Entity, all Material Related Party Transaction(s) and subsequent Material Modification(s) as per Clause IV(D) of the Policy, to which the concerned Listed Entity is a party, shall be placed before the shareholders of the Listed Entity for their prior approval through a resolution as per the RPT Provisions.

b. Further, all Material Related Party Transaction(s) and subsequent Material Modification(s) as per Clause IV(D) of the Policy, to which the subsidiary of the Listed Entity is a party but the Listed Entity is not a party, unless such transaction is **'exempt'**[9] under SEBI LODR, shall be placed before the shareholders of the Listed Entity for their prior approval through a resolution as per the RPT Provisions, provided that if such subsidiary of the Listed Entity is itself a Listed Entity (hereinafter referred to as **"Listed Subsidiary"**) to which the provisions of Regulation 23, 15(2) and other specified provisions of SEBI LODR are applicable, then such Material Related Party Transaction(s) and subsequent Material Modification(s) need not be placed before the shareholders of the Listed Entity for their prior approval and prior approval of shareholders of such Listed Subsidiary shall suffice.

c. In case of all Entities, any Related Party Transaction exceeding the thresholds prescribed under the Companies Act, 2013, unless **'exempt'**[10] thereunder, shall be placed before the shareholders of the respective Entity for their prior approval through resolution as per the Companies Act, 2013.

D. Subsequent Material Modification(s):

a. A subsequent Modification in the price, fees, rent, commission or consideration by whatever name called (hereinafter referred to as **"Price"**), shall be considered a 'material' Modification if it exceeds by 10% (ten percent) of the Price approved by the Audit Committee / Board / Shareholders, as the case may be, in respect of a Related Party Transaction in the nature of:

1. sale, purchase or supply of any goods or materials;
2. selling or otherwise disposing of, or buying, property of any kind;
3. leasing of property of any kind;
4. availing or rendering of any services;
5. appointment of any agent for purchase or sale of goods, materials, services or property;
6. such related party's appointment to any office or place of profit in the company, its subsidiary company or associate company; and
7. underwriting the subscription of any securities or derivatives thereof, of the company.

b. A subsequent Modification in the principal amount or mark up to the interest rate, shall be considered a 'material' Modification if it exceeds by 20% (twenty percent) of the principal or interest rate approved by the Audit Committee / Board / Shareholders, as the

[9] *As per SEBI LODR, w.e.f. April 1, 2022, the exempt transactions include (a) transactions entered into between a holding company and its wholly owned subsidiary whose accounts are consolidated with such holding company and placed before the shareholders at the general meeting for approval and (b) transactions entered into between two wholly-owned subsidiaries of the listed holding company, whose accounts are consolidated with such holding company and placed before the shareholders at the general meeting for approval.*

[10] *Presently, as per Companies Act, 2013, the exempt transactions include (a) transactions entered into between a holding company and its wholly owned subsidiary whose accounts are consolidated with such holding company and placed before the shareholders at the general meeting for approval and (b) transactions entered into by the company in its ordinary course of business and on an Arm's length basis.*

case may be, in respect of a Related Party Transaction in the nature of giving or availing of loans.

c. A subsequent Modification in the guarantee amount or guarantee commission, shall be considered a 'material' Modification if it exceeds by 10% (ten percent) of the guarantee amount or guarantee commission approved by the Audit Committee / Board / Shareholders, as the case may be, in respect of a Related Party Transaction in the nature of giving or availing of corporate guarantees.

d. A subsequent Modification in the price pertaining to the investment amount (whether by way of subscription, purchase, exchange or otherwise) or disinvestment amount (whether by way of redemption, sale, exchange, buy-back or otherwise) shall be considered a 'material' Modification if it exceeds by 10% (ten percent) of the investment or disinvestment amount approved by the Audit Committee / Board / Shareholders, as the case may be, in respect of a Related Party Transaction in the nature of investment or disinvestment in shares, debentures, units or any other kind of securities.

e. A subsequent Modification in any other type of Related Party Transaction shall be considered a 'material' as per the criteria approved by the Audit Committee / Board / Shareholders, as the case may be, while approving such Related Party Transaction.

E. <u>Disclosure</u>:

All Related Party Transactions shall be disclosed as per the Applicable Laws.

V. CRITERIA/DOCUMENTS/PROCESS FOR ALL TRANSACTIONS WITH RELATED PARTIES:

a. All the related party transactions shall be subject to the applicability, limits, enablement and other conditions as prescribed under the Applicable Laws.
b. Related Party Transaction shall be approved after assessing all material terms and conditions of the transaction, such that the terms are comparable with the market rates/practices at the particular point of time and on the Arm's length basis.
c. For all the transactions, due documentation by way of contract / agreement / bills / invoices should be in place.
d. In case of infrastructure and common sharing arrangement, the terms of arrangement including the nature and quality of services, consideration and other terms and conditions shall be as comparable with the terms if availed from the market / third parties.
e. In case of purchase / sale of fixed assets or other assets, the same shall be at market prices or per the valuer certificate.
f. The Audit Committee may seek an independent review of a Material Related Party Transaction(s), by such professionals, experts or auditors as it may deem fit.
g. Where any contract or arrangement is entered into by a director or any other employee, without obtaining the consent of the Board or approval by a special resolution in the general meeting, should be ratified by the Board or, as the case may be, by the shareholders at a meeting within three months from the date on which such contract orarrangement was entered into. If the said ratification is not done, then such contract or arrangement shall be voidable at the option of the Board. In case the Entity is not able to take such prior approval from the Audit Committee, the Board and/or shareholders, such a transaction shall not be deemed to violate this Policy, or

be invalid or unenforceable, so long as post facto approval is obtained as promptly and as reasonably practical, after it is entered into or after it becomes reasonably apparent that the transaction is covered by this policy, to the extent permissible under the RPT Provisions.

VI. AMENDMENTS TO THE POLICY

The Board shall review and amend this Policy as and when required and as per RPT Provisions.

Any subsequent amendment / modification in the Applicable Laws in this regard, shall automatically apply to this Policy and the Policy shall stand amended to that extent.