RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB-BROKERS AND CLIENTS as prescribed by SEBI and Stock Exchanges

1. The client shall invest/trade in those securities/contracts/other instruments admitted to dealings on the Exchanges as defined in the rules, byelaws and regulations of Exchanges/Securities and Exchange Board of India (SEBI) and circulars/notifications issued there under from time to time.

2. The stock broker, authorized person and the client shall be bound by all the rules, byelaws and regulations of the Exchange(s) and circulars/notifications issued there under and rules and regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

3. The client shall satisfy itself of the capacity of the stock broker to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before executing orders through the stock broker.

4. The stock broker shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.

5. The stock broker shall take steps to make the client aware of the precise nature of the stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.

6. The authorized person shall provide necessary assistance and co-operate with the stock broker in all its dealings with the client(s).

CLIENT INFORMATION

7. The client shall furnish all such details in full as are required by the stock broker in "Account Opening Form" with supporting details, made mandatory by stock exchanges/SEBI from time to time.

8. The client shall familiarize himself with all the mandatory provisions in the account opening documents. Any additional clauses or documents specified by the stock broker shall be non-mandatory, as per terms & conditions accepted by the client.

9. The client shall immediately notify the stock broker in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter, including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the stock broker on a periodic basis.

10. The stock broker and authorized person shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the stock broker may disclose information about his client to any person or authority with the express permission of the client.

MARGINS

11. The client shall pay applicable initial margins, with holding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange(s) or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange(s), clearing house/clearing corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.

12. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

TRANSACTIONS AND SETTLEMENTS

13. The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the unique client code assigned to that client.

14. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange where the trade is executed.

15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/her own account or account of any other client and shall not be used by the stock broker for himself/herself or for any other client or for any purpose other than the purposes mentioned in rules, regulations, circulars, notices, guidelines of SEBI and/or rules, regulations, bye-laws, circulars and notices of Exchange(s).

16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade's done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).

17. The transactions executed on the Exchange(s) are subject to rules, byelaws and regulations and circulars/notifications issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the byelaws and regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the rules, byelaws and regulations of the Exchanges.
and the circulars/notices issued thereunder.

**BROKERAGE**

18. The client shall pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the client’s account, transactions and to the services that stock broker renders to the client. The stock broker shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchanges and/or rules and regulations of SEBI.

**LIQUIDATION AND CLOSE OUT OF POSITION**

19. Without prejudice to the stock broker’s other rights (including the right to refer a matter to arbitration), the client understands that the stock broker shall be entitled to liquidate/close out all or any of the client’s positions for non-payment of margins or other amounts, outstanding debts, etc., and adjust the proceeds of such liquidation/close out, if any, against the client’s liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.

20. In the event of death or insolvency of the client or his/her otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result therefrom. The client shall note that transfer of funds/securities in favor of a nominee shall be valid discharge by the stock broker against the legal heir.

21. The stock broker shall bring to the notice of the relevant Exchange(s) the information about default in payment and delivery and related aspects by a client. In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s) promoter(s)/partner(s)/proprietor(s) as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

**DISPUTE RESOLUTION**

22. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.

23. The stock broker shall cooperate in redressing grievances of the client in respect of all transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc.

24. The client and the stock broker shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the rules, byelaws and regulations of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.

25. The stock broker shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-à-vis the client and he shall be liable to implement the arbitration awards made in such proceedings.

26. The client/stock-broker understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/stock-broker shall be binding on the client/stock-broker in accordance with the letter authorizing the said representative to deal on behalf of the said client/stock-broker.

**TERMINATION OF RELATIONSHIP**

27. This relationship between the stock broker and the client shall be terminated; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker’s default, death, resignation or expulsion or if the certificate is cancelled by the board.

28. The stock broker, sub-broker and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Not withstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in the binding on the respective parties or his/heirs, executors, administrators, legal representatives or successors, as the case may be.

29. In the event of demise/insolvency of the sub-broker or the cancellation of his/her registration with the board or withdrawal of recognition of the sub-broker by the stock exchange and/or termination of the agreement with the sub-broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the ‘Rights and Obligations’ document(s) governing the stock broker, sub-broker and client shall continue to be in force as it is, unless the client intimates to the stock broker his/her intention to terminate their relationship by giving a notice in writing of not less than one month.

**ADDITIONAL RIGHTS AND OBLIGATIONS**

30. The stock broker shall ensure due protection to the client regarding client’s rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.

31. The stock broker and client shall reconcile and settle their accounts from time to time as per the rules, regulations, bye-laws,
circulars, notices and guidelines issued by SEBI and the relevant Exchanges where the trade is executed.

32. The stockbroker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange(s) from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc., and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange(s). The stockbroker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.

33. The stockbroker shall make pay out of funds or delivery of securities, as the case may be, to the client within one working day of receipt of the payment from the relevant Exchange(s) where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange(s) from time to time where the trade is executed.

34. The stockbroker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange(s), from time to time, where the trade is executed. The statement shall also state that the client shall report errors, if any, in the statement within such time as may be prescribed by the relevant Exchange(s) from time to time where the trade was executed, from the receipt thereof to the stockbroker.

35. The stockbroker shall send daily margin statements to the clients. Daily margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance due from client) with break up in terms of cash, fixed deposits receipts (FDRs), bank guarantee and securities.

36. The client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stockbroker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the client may enter into shall be completed by the client prior to such transaction being entered into.

**ELECTRONIC CONTRACT NOTES (ECN)**

37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stockbroker. The client shall communicate to the stockbroker any change in the e-mail id through a physical letter. If the client has opted for internet trading, the request for change of e-mail id may be made through the secured access by way of client specific user id and password.

38. The stockbroker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.

39. The client shall note that non-receipt of bounced mail notification by the stockbroker shall amount to delivery of the contract note at the e-mail ID of the client.

40. The stockbroker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/regulations/circulars/guidelines issued by SEBI/stock exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stockbroker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stockbroker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.

41. The stockbroker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic mode. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stockbroker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.

42. In addition to the e-mail communication of the ECNs to the client, the stockbroker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

**LAW AND JURISDICTION**

43. In addition to the specific rights set out in this document, the stockbroker, sub-broker and the client shall be entitled to exercise any other rights which the stockbroker or the client may have under the rules, bye-laws and regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or rules and regulations of SEBI.

44. The provisions of this document shall always be subject to government notifications, any rules, regulations, guidelines and circulars/notices issued by SEBI and rules, regulations and bye laws of the relevant stock exchanges, where the trade is
executed, that may be in force from time to time.

45. The stock broker and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal within the stock exchanges, if either party is not satisfied with the arbitration award.

46. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the rules, byelaws and regulations and circulars/notices issued thereunder of the Exchanges/SEBI.

47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules regulations/ notices/circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.

48. If the rights and obligations of the parties hereto are altered by virtue of change in rules and regulations of SEBI or bye-laws, rules and regulations of the relevant stock exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKERS TO CLIENT (All the clauses mentioned in the ‘Rights and Obligations’ document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable)

1. Stock broker is eligible for providing Internet based trading (IBT) and securities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc., which use Internet Protocol (IP). The stock broker shall comply with all requirements applicable to internet based trading/securities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.

2. The client is desirous of investing/trading in securities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology. The stock broker shall provide the stock broker’s IBT service to the client, and the client shall avail of the stock broker’s IBT service, on and subject to SEBI/Exchanges. Provisions and the terms and conditions specified on the stock broker’s IBT website provided that they are in line with the norms prescribed by Exchanges/SEBI.

3. The stock broker shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/internet/smart order routing or any other technology should be brought to the notice of the client by the stock broker.

4. The stock broker shall make the client aware that the stock broker’s IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.

5. The client shall be responsible for keeping the username and password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the stock broker’s IBT system using the client’s username and/or password which is not such person was authorized to do so. Also, the client is aware that authentication technologies and strict security measures are required for the internet trading/securities trading through wireless technology through order routed system, and undertakes to ensure that the password of the client and/or his authorized representative is not revealed to any third party including employees and dealers of the stock broker.

6. The client shall immediately notify the Stock broker in writing if the forgets his password, discovers security flaw in stock broker’s IBT system, discovers/suspects discrepancies/unauthorized access through his username/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.,

7. The client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/securities trading through wireless technology and client shall be fully liable and responsible for any and all acts done in the client’s username/password in any manner whatsoever.

8. The stock broker shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the stock broker shall send the order/trade confirmation on the device of the client.

9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The stock broker and the Exchange(s) do not make any representation or warranty that the stock broker’s IBT service will be available to the client at all times without any interruption.

10. The client shall not have any claim against the Exchange(s) or the stock broker on account of any suspension, interruption, non-availability or malfunctioning of the stock broker’s IBT system or service or the Exchange’s service or systems or non-execution of his orders due to any link/system failure at the client/stock brokers/Exchange(s) end for any reason beyond the control of the stock broker/Exchanges.
RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

This document contains important information on trading in equities/derivatives segments of the stock exchanges. All prospective constituents should read this document before trading in equities/derivatives segments of the stock exchanges. SEBI does not take any representation concerning the completeness, the adequacy or accuracy of this disclosure document nor are the stock exchanges/SEBI endorsed or passed any merits of participating in the trading segments. This brief statement does not disclose all the risks and other significant aspects of trading.

In the light of the risks involved, you should undertake transactions only if you understand the nature of the relationship into which you are entering and the extent of your exposure to risk.

You must know and appreciate that trading in equity shares, derivatives contracts or other instruments traded on the stock Exchange, which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/ limited investment and/or trading experience and low risk tolerance. You should therefore carefully consider whether such trading is suitable for you in the light of your financial condition. In case you trade on stock exchanges and suffer adverse consequences or loss, you will be solely responsible for the same and stock exchanges/its clearing corporation and/or SEBI shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take a plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned stock broker. The constituent shall be solely responsible for the consequences and no contract can be rescinded on that account. You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a derivative contract being traded on stock exchanges.

It must be clearly understood by you that your dealings on stock exchanges through a stock broker shall be subject to your fulfilling certain formalities set out by the stock broker, which may inter alia include your filling and the know your client form, reading the rights and obligations, do's and don'ts, etc., and are subject to the rules, byelaws and regulations of relevant stock exchanges, its clearing corporation, guidelines prescribed by SEBI and in force from time to time and circulars as may be issued by stock exchanges or its clearing corporation and in force from time to time.

Stock exchanges does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any stock broker of stock exchanges and/or any third party based on any information contained in this document. Any information contained in this document must not be construed as business advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

In considering whether to trade or authorize someone to trade for you, you should be aware of or must get acquainted with the following

1. BASIC RISKS

1.1 Risk of Higher Volatility

Volatility refers to the dynamic changes in price that a security/derivatives contract undergoes when trading activity continues on the stock exchanges. Generally, higher the volatility of a security/derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded securities/derivatives contracts than in active securities/derivatives contracts. As a result of volatility, your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in notional or real losses.

1.2 Risk of Lower Liquidity

Liquidity refers to the ability of market participants to buy and/or sell securities/derivatives contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that the more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and sell securities/derivatives contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities/derivatives contracts purchased or sold. There may be a risk of lower liquidity in some securities/derivatives contracts as compared to active securities/derivatives contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

1.2.1 Buying or selling securities/derivatives contracts as part of a day trading strategy may also result into losses, because in such a situation, securities/derivatives contracts may have to be sold/purchased at low/high prices, compared to the expected price levels, so as not to have any open position or obligation to deliver or receive a security/derivatives contract.

1.3 Risk of Wider Spreads

Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a security/derivatives contract and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid securities/derivatives contracts. This in turn will hamper better price formation.
1.4 Risk-reducing orders

The placing of orders (e.g., "stop loss" orders, or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.

1.4.1 A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security/derivative contract.

1.4.2 A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.

1.4.3 A stop loss order is generally placed "away" from the current price of a stock/derivative contract, and such order gets activated if and when the security/derivative contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the security/derivative contract reaches the pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a security/derivative contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

1.5 Risk of News Announcements

News announcements that may impact the price of stock/derivative contract may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security/contract.

1.6 Risk of Rumors

Rumors about companies/currencies at times float in the market through word of mouth, newspapers, websites or news agencies, etc. The investors should be wary of and should desist from acting on rumors.

1.7 System Risk

High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution or confirmation.

1.7.1 During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations.

1.7.2 Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security/derivative contract due to any action on account of unusual trading activity or security/derivative contract hitting circuit filters or for any other reason.

1.8 System/Network Congestion

Trading on exchanges is in electronic mode, based on satellite/leased line based communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond control and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

2. AS FAR AS DERIVATIVES SEGMENTS ARE CONCERNED, PLEASE NOTE AND GET YOURSELF ACQUAINTED WITH THE FOLLOWING ADDITIONAL FEATURES

2.1 Effect of "Leverage" or "Gearing"

In the derivatives market, the amount of margin is small relative to the value of the derivatives contract so the transactions are 'leveraged' or 'geared'. Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the margin amount. But transactions in derivatives carry a high degree of risk.

You should therefore completely understand the following statements before actually trading in derivatives and also trade with caution while taking into account one's circumstances, financial resources, etc., if the prices move against you, you may lose a part of or whole margin amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

A. Futures trading involve daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index/derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.

B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close outs.
C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.,

D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

2.2 Currency specific risks

1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.

3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor’s advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

2.3 Risk of Option holders

1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which becomes worthless when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires, to an extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.

2. The Exchanges may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances.

2.4 Risks of Option Writers

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.

2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple ‘long’ or ‘short’ position.

3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

3. TRADING THROUGH WIRELESS TECHNOLOGY/ SMART ORDER ROUTING OR ANY OTHER TECHNOLOGY

Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/smart order routing or any other technology should be brought to the notice of the client by the stock broker.

4. GENERAL

4.1 The term ‘constituent’ shall mean and include a client, a customer or an investor, who deals with a stock broker for the purpose of acquiring and or selling of securities/derivatives contracts through the mechanism provided by the Exchanges.

4.2 The term ‘stock broker’ shall mean and include a stock broker, a broker or a stock broker, who has been admitted as such by the Exchanges and who holds a registration certificate from SEBI.
Annexure - 6

MANDATORY

GUIDANCE NOTE - DO's AND DON'Ts FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS
BEFORE YOU BEGIN TO TRADE

1. Ensure that you deal with and through only SEBI registered intermediaries. You may check their SEBI registration certificate number from the list available on the stock exchanges www.bseindia.com, www.nseindia.com and SEBI website www.sebi.gov.in.

2. Ensure that you fill the KYC form completely and strike off the blank fields in the KYC form.

3. Ensure that you have read all the mandatory documents viz. Rights and Obligations, Risk Disclosure Document, Policy and Procedure document of the stock broker.

4. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the stock broker. Note that the clauses as agreed between you and the stock broker cannot be changed without your consent.

5. Get a clear idea about all brokerage, commissions, fees and other charges levied by the broker on you for trading and the relevant provisions/guidelines specified by SEBI/stock exchanges.

6. Obtain a copy of all the documents executed by you from the stock broker free of charge.

7. In case you wish to execute power of attorney (POA) in favour of the stock broker, authorizing it to operate your bank and demat account, please refer to the guidelines issued by SEBI/Exchanges in this regard.

TRANSACTIONS AND SETTLEMENTS

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your e-mail id to the stock broker for the same. Don’t opt for ECN if you are not familiar with computers.

9. Don’t share your internet trading account’s password with anyone.

10. Don’t make any payment in cash to the stock broker.

11. Make the payments by account payee cheque in favour of the stock broker. Don’t issue cheques in the name of sub broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/demat account such money or securities deposited and from which bank/demat account.

12. Note that facility of trade verification is available on stock exchanges’ websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant stock exchange.

13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange(s). Thus, the stock broker shall maintain running account for you subject to the following conditions.
   a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
   b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a ‘statement of accounts’ containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
   c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day’s business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
   d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant stock exchanges without delay.

14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the Exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant stock exchange.
15. Please register your mobile number and e-mail id with the stock broker, to receive trade confirmation alerts/details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter: stock exchanges gives a public notice inviting claims relating to only the "transactions executed on the trading system" of stock exchange, from the investors. Ensure that you lodge a claim with the relevant stock exchanges within the stipulated period and with the supporting documents.

17. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock broker's insolvency or bankruptcy and the extent to which you may recover such money and/or securities may be governed by the bye-laws and regulations of the relevant stock exchange where the trade was executed and the scheme of the 'Investors Protection Fund' in force from time to time.

DISPUTES / COMPLAINTS

18. Please note that the details of the arbitration proceedings, penal action against the brokers and investor complaints against the stock brokers are displayed on the website of the relevant stock exchange(s).

19. In case your issue/problem/grievance is not being sorted out by concerned stock broker/sub-broker then you may take up the matter with the concerned stock exchange(s). If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

20. Note that all the stock broker/sub-brokers have been mandated by SEBI to designate an e-mail ID of the grievance redressal division/compliance officer exclusively for the purpose of registering complaints.

POLICIES & PROCEDURE

a) Policy for Penny Stock
A stock that trades at a relatively low price and market capitalization. These types of stocks are generally considered to be highly speculative and high risk because of their lack of liquidity, large bid-ask spreads, small capitalization and limited following and disclosure. Depending on the market condition and RMS policy of the company, the company reserves the right to refuse to provide the limit in Penny stocks and losses if any on account of such refusal shall be borne by client only.

b) Setting up client’s exposure limits
The stock broker may from time to time impose and vary limits on the orders that the client can place through the stock broker’s trading system (including exposure limits, turnover limits, limits as to the number, value or type of securities in respect of which orders can be placed etc.). The client is aware and agrees that the stock broker may need to vary or reduce the limits or impose new limits urgently on the basis of the stock broker’s risk perception and other factors considered relevant by the stock broker including but not limited to limits on account of exchanges/SEBI directions/limits (such as broker level/market level limits in security specific/volume specific exposures etc.) and the stock broker may be unable to inform the client of such variation, reduction or imposition or the client’s inability to route any order through the stock broker’s trading system on account of any such variation, reduction or imposition of limits. The client further agrees that the stock broker may at any time, as its sole discretion and without prior notice, prohibit or restrict the client’s ability to place orders or trade in securities through the stock broker, or it may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute/allow execution of orders due to but not limited to the reason of lack of margin/ securities or the order being outside the limits set by stock broker/exchange SEBI and any other reasons which the stock broker may deem appropriate in the circumstances. The client agrees that the losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone. We have margin based RMS system. Total deposits of the clients are uploaded in the system and client are uploaded in the system and client may take exposure on the basis of margin applicable for respective security as per VAR based margining system of the stock exchange and/or margin defined by RMS based on their risk perception. The payout of securities will be released after considering all liabilities/obligations (including unsettled transactions). Client may sell shares held by him in demat account, for which POA has been provided to stock broker, without giving margin. In case of exposure taken on the basis of shares margin the payment is required to be made before the exchange pay in date otherwise it will be liable to square off after the pay in time or any due to shortage of margin.

c) Applicable brokerage rate
Brokerage will be charged within the limits prescribed by SEBI/Exchange(s).

d) Imposition of penalty / delayed payment charges
Clients will be liable to pay late payment charges for not making payment of their payin/margin obligation on time as per the exchange requirement/schedule as the rate of 0.11 % per day. Similarly the stock broker will also be liable to pay delayed payment charges to the client for not making payment of their obligation on time as per the Exchange requirement/schedule at the rate of 0.11% p.d. expect in the cases covered by the client to the stock broker. The client agrees that the stock broker may impose fines/penalties for any orders/trades/deals/actions of the client which are contrary to this agreement/rules/regulations/bye laws of the exchange or any other law for the time being in force, at such rates and in such form as it may deem fit any fine or bear any punishment consequence of/ in relation to any of the orders/trades/deals/actions of the client, the same shall be borne by the client.
e) The right to sell client’s positions, without giving notice to the client, on account of non-payment of client’s dues without prejudice to the stock brokers other right (including the right to refer the matter to arbitration), the stock broker shall be entitled to liquidate / close out all or any of the clients position without giving notice to the client for non payment of margins or other amounts including the pay in obligation, outstanding debts etc and adjust the proceeds of such liquidation / close out. Any, against the clients liabilities / obligations. The client shall ensure timely availability of funds/securities in form and manner at designated time and in designated bank and depository account(s) for meeting his/her/its pay in obligation of funds and securities. Any and all losses and financial charges on account of such liquidations closing out shall be charged to & borne by the client. In cases of securities lying in margin account/client beneficiary account and having corporate actions like bonus, stock split, right issue etc., for margin or other purpose the benefit of shares due to or received under bonus, stock split, right issue etc., will be given when the shares is actually received in the stock broker designated demat account.

In case the payment of the margin/security is made by the client through a bank instrument, the stock broker shall be at liberty to give the realization of the funds form the said bank instrument etc., at the absolute discretion of the stock broker. Where the margin/ security &/or to accept it at such reduced value as the stock broker may deem fit by applying haircut or by any other method as the stock broker may deem fit in its absolute discretion.

The stock broker has the right but not the obligation, to cancel all pending orders and to sell close/liquidate all open positions to sell/ close/liquidate all open positions/securities/shares at the pre-defined sgre off time or when mark to market (M-T-M) percentage reaches or crosses stipulated margin percentage, whichever is earlier. The stock broker will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices, the client shall also be solely liable for all and any penalties and charges owed by the Exchange(s).

f) Shortages in obligations arising out of internal netting of trades

Stock broker shall not be obliged to deliver any securities or pay any money to the client unless and until the same has been received by the stock broker from the exchange, the clearing corporation/clearing house or other company or entity liable to make the payment and the client has fulfilled his/ her/ its obligations first.

The policy and procedure for settlement of shortages in obligations arising out of internal netting of trades is as under:

i) The short delivering client is debited by an amount equivalent to 20% above of closing rate of day prior to payin/ payout day. The securities delivered short are purchased from market on T+2 day and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client along with reversal entry of provisional amount debited earlier.

ii) If securities cannot be purchased from market due to any force majeure condition, the short delivering seller is debited at the closing rate on T+2 day or auction day on Exchange plus 10% where the delivery and debits/ credits shall be as per exchange debits and credits.

iii) In cases of securities having corporate actions all cases of short delivery of cum transactions which cannot be auctioned on cum basis or where the cum basis auctioned on cum basis or where the cum basis auction payout is after the book closure/record date, would be compulsory closed out at higher of 10% above the official closing price on the auction day or the traded price from first trading day of the settlement till the auction day.

\[ g) \] Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client

We have margin based RMS system. Client may take exposure up to the amount of margin available with us. Client may not be allowed to take position in case of non-availability/ shortage of margin as per our RMS policy of the company. The existing position of the client is also liable to square off/ close out without giving notice due to shortage of margin/non making of payment for their payin obligation outstanding debts.

h) Temporarily suspending or closing a client’s account at the client’s request

On the request of the client in writing, the client account can be suspended temporarily and same can be activated on the written request of the client only. During the period client account is suspended, the market transaction in the client account will be prohibited. However client’s shares/ledger balance settlement can take place. On the request of the client in writing, the client account can be closed provided the client account is settled. If the client wants to reopen the account in that case client has to again complete the KYC requirement.

Deregistering a client: Notwithstanding anything to the contrary stated in the agreement, the stock broker shall be entitled to terminate the agreement with immediate effect in any of the following circumstances:

(i) If the action of the client are prima facie illegal/improper or such to manipulate the price of any securities or disturb the normal/proper functioning of securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.
(ii) If there is any commencement of a legal process against the client under any law in force.

(iii) On the death/lunacy or other disability of the client.

(iv) If the client being a partnership firm, has any steps taken by the client and/or its partners for dissolution of the partnership.

(v) If the client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the stockbroker.

(vi) If there is reasonable apprehension that the client is unable to pay its debts or the client has admitted its inability to pay its debts, as they become payable.

(vii) If the client is in breach of any term, condition or covenant of this agreement.

(viii) If the client has made any material misrepresentation of facts, including (without limitation) in relation to the security.

(ix) If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the client.

(x) If the client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution.

(xi) If the client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the board for Industrial and financial reconstruction or under any other law providing protection as a relief undertaking.

(xii) If any covenant or warranty of the client is incorrect or untrue in any material respect.

Inactive Client Account: Client account will be considered as inactive if the client does not trade for period of 6 months, calculation will be done at the beginning of every month and those clients who have not traded even a single time will be considered as inactive, the shares/credit ledger balance if any will be transferred to the client within one week of the identifying the client as inactive. The client has to make written request for reactivation of their account.

Trading in Exchange is in electronic mode, based on VSAT, leased line, ISDN, modem and VPN, combination of technologies and computer systems to place and route orders. We understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt or any break down in our back office/front end system, or any such other problems/glitch whereby not being able to establish access to the trading system/network, which may be beyond your control and may result in delay in processing or not processing buy or sell orders either in part or in full. We shall be fully liable and responsible for any such problem/fault.

Client acceptance of policies and procedures stated hereinafter

I/we have fully understood the same and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/Clause of this document any circumstances whatsoever. These policies and procedures may be amended/changed unilaterally by the broker, provided the changes is informed to me/us with through any one or more means or methods. I/we agree never to challenge the same on any grounds including delayed receipt/non receipt or any other reasons whatsoever. These policies and procedures shall always be read always be read along with the agreement and shall be compulsorily referred to while deciding any dispute/difference or claim between me/us and stockbroker before any court of law/judicial/adjusting authority including arbitrator/mediator etc.
This document contains important information on trading in all segments; Prospective constituents should read this document before trading. In the light of the risks involved, you should undertake transactions only if you understand the nature of the relationship into which you are entering and the extent of your exposure to risk.

- A day trader is provided with more exposure for indulging in day trading activities. This may vary from time to time in accordance with the market conditions. The positions taken for intra-day should be cleared before 15 Mins of market closing in all segments by the constituents else same will be closed out by RMS.

- The exposure set in Capital Market segment, Futures & options segment and Currency Derivatives is different. In capital market the client is allowed to take the exposure on multiplier basis which can be anywhere more exposure limit of initial deposit. Whereas, in all derivatives, Futures & options segment, where exchanges have stipulated fixed initial margins and exposure margin, it is compulsory to keep 100% margin for NSE Futures & Option either in the form of clear fund balance or as collateral securities.

- Surveillance will reduce the positions if the MTM loss incurred on a day is more than 40% of the actual margin requirement. In order to retain the position in such cases is possible only if Funds are transferred from the client’s bank account either through ATOM or Fund Transfer.

- Once the MTM loss for the open positions reach as per the exchange rule of the margin available, the positions should be cleared from the branch concerned, failing which the positions taken will be cleared off from surveillance dept.

- You should carefully consider whether such trading is suitable for you in the light of your financial condition. In case of any market Volatility/adverse consequences or loss, you shall be solely responsible for the same and Alice Blue shall not be responsible.

- In any manner whatsoever, for the same and it will not be open for you to take a plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned stock broker.

- The constituent shall be solely responsible for the consequences and no contract can be rescinded on that account. You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders.

- Outstation cheques are not entertained. All the cheques collected against trading positions should carry a valid MICR number.

- All the cheque dishonor cases are viewed seriously and if position taken based on the bounced cheque same will be cleared from surveillance dept. The normal rule for 5 days debit (EQ Segment only) will not be applicable while selling the shares in cheque dishonor case.

- In all segments, the exchanges stipulate that every position should be taken based on the available initial margin. Apart from the initial margin, exchanges have introduced exposure (Special margin also applicable in some cases) margin in order to meet the market volatility and risk associated.

- In case at any point of time, if the client ledger arrived to debit due to whatever market volatile or higher position values in Less margin or dishonor of Pay in. Client will be responsible to pay the Dues to clear the outstanding in his/her ledger.

- In any Circumstances client fails to pay the due amount, Company will switch to Legal activities to recover such amount from client.

- Uncleared Funds: Every payment from clients should be in the form of cheque and the same will be considered for margin only after clearance of the instrument. There will not be any exposure provided to clients based on the uncleared funds. (Branch Consent can be considered to exposure only).

- However, based on the client’s previous track record and the value of collaterals available with Alice Blue, exposure can be provided to clients based on uncleared funds. All such exposure will be provided on receipt of Exposure request in the predefined format signed by the Branch in charge concerned with an undertaking of responsibility or the guarantee that the cheque will be cleared.
Shares in Member Beneficiary & constituent DP Account (if POA given) will be considered for intra-day exposure in Capital Market segment subject to haircut value. Exposure for delivery will be based only on the clearing fund balance. Similarly, as mentioned earlier, no F&O exposure will be provided against shares lying in Member Beneficiary & constituent DP Account (if POA given).

Restrictions/Prohibition to take further position or closing existing position: Under any of the circumstances, such as, client's failure to meet pay-in or margin obligations or clearance of outstanding balance with broker before permissible time limit or beyond such period as may be allowed by broker, the Client may not be permitted to take any fresh or further position until the full clearance of earlier dues, obligation, outstanding etc. Even, broker can firstly set-off or adjust the same shall not allow the client to take further / fresh position.

Further, it would be the duty of the client to monitor his/her/its position with the Broker from time to time. In case of any delay or failure in meeting any obligation, margin requirements etc. from client side, broker might close the existing position or open position WITHOUT ANY FURTHER INTIMATION to the client. Such Circumstances may include (but not limited to):

* Failure to meet pay-in obligation on Pay In day,
* Delay in meeting the pay-in or margin requirement,
* Delay or failure in clearance of outstanding or dues to the broker,
* Returning or frequent returning of cheques of the client,
* Unnecessary / Unwarranted dispute from client without any substantial cause / reason,
* Client's attitude of not coming to the amicable settlement for any dispute that can be settled without involvement of Exchange and / or SEBI,
* As per prevalent RMS policy of the Broker,
* Any direction from SEBI/Exchange or such other authorities,
* Under such other circumstances as the Broker might think just and proper on case to case basis.

Points to be noted

1. Deviations from the standard policy, if any, should get approval from the Head of Operations.
2. Debits beyond Five days should be cleared and no leniency is to be given under any circumstances.
3. Margin Shortage in F&O is to be cleared on the day of incurring shortage, MTM loss up to 25 % can be retained on a condition that funds are to be replenished on T+1 date failing which the positions will be reduced on the T+1 day.
4. Extreme care is taken while drafting the exposure policy. Even then, the chances for losses may arise in clients' accounts due to the high variation in security prices on reaching DPR levels. The chances are there that once a client initiates a short position in a security and the share may get the upper DPR level and the client could not close out the short position. In such case the chances of incurring auction loss is higher and chances for incurring such instances is existing in the market. Similarly a client goes on a Long position in a security and the chances that the shares price reaches the lower DPR on T day and coming days are there in the market. In these instances, the losses are inevitable and the recovery of funds depends on the relationship of the branch team and the client concerned.

We read and understood the above points and hereby request you to provide multiple exposures to my client id__________.

Name of the client:

Signature:

Date: ______________________________ Name and Signature of the Branch Manager
VOLUNTARY TERMS AND CONDITIONS
(NON MANDATORY RIGHTS AND OBLIGATIONS)

1. CLIENT REGISTRATION FORM: The Authorised person (AP) / Branch Manager (BM) shall ensure that the client fills the client registration form complete in all respects along with relevant documents and other related aspects as mentioned in the said client registration form which is annexed to this account opening kit. The sub-broker shall forward the duly completed client registration form to the stock broker along with this agreement.

2. The client shall ensure that his/her request/instruction for modification/cancellation of an order entered into the automated trading system of the stock exchange may be executed on a “best effort basis” by the stock broker and there is no guarantee that the earlier order shall be so modified/cancelled.

3. The client shall ensure that it is his/her responsibility to check the trade confirmations, contract notes, bills or statement of accounts immediately upon their receipt. All details contained therein shall be binding upon the client, if the client does not object in writing to any of the details within such times as may be stipulated in the business rules framed by the stock broker in this regard. In all cases, the stock broker reserves the right to determine the validity of any objection issued by the client with respect to the transactions reported in the trade confirmations, contract notes, bills or statement of accounts. It is further agreed by the client that the stock broker shall not be responsible for any non-receipt of trade confirmations, contract notes, bills or statement of accounts, due to any change in the postal address or e-mail address of the client, which has not been intimated to the stock broker.

4. DIGITALLY SIGNED CONTRACT NOTES:
   The client shall ensure that if he / it so desires, the stock broker may provide the digitally signed contract notes, bills, statement of accounts etc. through internet or at the e-mail address of the client or any other electronic mode.
   i. In case the client opts for receiving contract notes, bills, statement of accounts, etc. electronically, the stock broker and the client agree that all information contained therein shall be binding on the client, if the client does not object, either in writing or via electronic mail, within 48 hours after such documents are made available to the client.
   ii. Should the client experience any difficulty in opening a document delivered electronically by the stock broker, the stock broker may make the delivery of the said documents once again by any other electronic means (e-mail, electronic mail attachment or in the form of download) within 48 hours after the first instance of delivery and the same shall serve as an affirmation that the client was able to receive and open the said document.
   iii. In case the stock broker is not able to provide the contract notes to its client through internet due to any unforeseen technical or operational problems, the stock broker shall ensure that the contract notes are sent to the client in physical form, as per the time schedule stipulated in bye-laws, rules and regulations of the stock broker.
   iv. The client shall ensure to take necessary steps to ensure confidentiality and secrecy of the login name and password. Unless the client lodges a complaint with the stock broker within 48 hours from the execution of the trades as regards his inability to access his documents downloaded electronically by the stock broker, it would be presumed that contract notes and all other documents have been properly delivered.
   v. The client shall ensure that the stock broker fulfills its legal obligation to deliver to the client any such document if it is sent via electronic mode.
   vi. The client shall ensure that non-receipt of bounced mail notification by the stock broker shall amount to delivery of contract note at the e-mail ID of the client.

5. SHORTAGES: The client is aware that in case of purchase of securities by him/it, the stock broker may at times be unable to deliver the securities to the client on the pay out day due to non-receipt of the securities from the stock broker who may have sold the said securities. In such a case, the securities shall be delivered to the client as per the business rules formed by the stock broker from time to time.
6. **CLIENT’S AUTHORIZATION**: The client authorizes the stock broker, should the stock broker deem it necessary, to buy, sell or close out any part or all of the trades done by the client in his / its account with the stock broker. Any and all losses, financial charges and / or incidental expenses incurred by the stock broker or his agent and / or any other individual, partnership firm, corporation, company, organization, association, trust or other entity acting for or on behalf of the stock broker in such purchase, sale or close-out transactions, shall at the discretion of the stock broker, be re-imbursted by the client or charged to or borne by the client or deducted by the stock broker from the monies and / or collaterals/margins of the client available with the stock broker.

7. **MARGINS**: The client pays initial margin up-front on or before creating a position in any specific segment of Exchange(s) and such initial margin payable by the client to the stock broker may be higher than that payable by the stock broker of Exchange(s) from time to time. It is further agreed that the client shall be liable to pay or receive daily margins depending upon whether the price of the trades/transactions moves for or against the position taken by the client. The sub-broker shall ensure that the client also pays withholding margins, special margins or such other margins as are considered necessary by the stock broker or the stock exchange from time to time.

The client shall ensure that the stock broker shall be entitled to charge interest at such rate as may be determined by the stock-broker in its sole discretion on the debit balance in the collateral/margin and settlement account of the client with the stock broker. Without prejudice to the foregoing, the stock broker shall be entitled to refuse execution of any orders of the client until such time as the client has deposited adequate collaterals/margins or funds into the collateral/margin account or settlement account, as the case may be, to the satisfaction of the stock broker. The client shall ensure that except for the first and exclusive interest created by the client in favor of the stock broker, without the prior written consent of the stock broker, it shall not cause and/or allow any collaterals/margins or funds or securities deposited with the stock broker to be or become the subject matter of any lien or pledge or encumbrances of any nature whatsoever with any other person or entity.

The client shall ensure to confirm that all collaterals/margins or funds or securities owned by the client singly or jointly and deposited with the stock broker for the purpose of securing the dealings obligations of the client as aforesaid are fully satisfied of the client shall be subject to a continuing security, lien and set off for the discharge and satisfaction of the obligations or liabilities of the client to the stock broker and / or any other individual, partnership, corporation, company, organization, association, trust or other entity acting for or on behalf of the stock broker. The stock broker may hold such collaterals/margins or funds or securities until the dues and / or obligation and the client shall remain liable for any deficiency in relation to the stock broker that may arise in relation to the stock broker after applying the proceeds of such collaterals/margins or funds or securities.

The stock broker reserves the right in its sole and absolute discretion to collect additional margins even though not imposed by Exchange(s) and/or SEBI and the client shall be required to pay such additional margins to the stock broker and the sub-broker shall ensure that the said additional margins are paid by the client to the stock broker.

8. **TRANSACTIONS AND SETTLEMENTS**: The sub-broker and the client shall ensure to confirm that

a) Unless the stock broker otherwise permits, all orders for purchase and / or sale of securities shall result in payment in the case of a purchase transaction and delivery of securities in the case of a sale transaction.

b) The stock broker shall be entitled to offset the purchase value of a purchase transaction against the proceeds of a sale transaction of the client.

9. **OBLIGATION IN THE EVEN OF SHORT DELIVERY**: In the event the sub-broker makes a short sale of any securities on the instructions of the client and the client fails to deliver the securities either fully or in part, to the stock broker, the stock broker shall have the express authority and the client gives to the stock broker such express authority to buy or otherwise arrange for the securities in question to meet the obligations arising out of such failure of the client without any further reference to the client. The client shall be responsible for any loss/difference arising out of auctions/close-outs on account of such non-delivery or delay in delivery of securities by the client that may be sustained by the stock broker as a result of such failure of the client to deliver the securities.

Notwithstanding the aforesaid, the stock broker shall be entitled in its discretion to effect a short delivery to the client for a purchase transaction, inter alia, where the counter-parties, being the seller(s) in the said transaction(s) deliver(s) short to Exchange and Exchanges is not able to buy-in the securities falling short on behalf of the defaulting party and therefore closes out the transaction as per the rules, bye-laws and regulations of Exchange(s).
10. **DISCHARGE OF OBLIGATION AND COMPLIANCE BY THE CLIENT:**
   The client shall undertake to
   a. discharge his/its obligations with respect to payment for the business done in a timely manner, so as to enable the stockbroker to meet its obligations to Exchange, the clearing house, clearing corporation etc.,
   b. otherwise be fully responsible for all of its dealings, payments and orders.
   The client shall be liable for all such obligations/liabilities by the stockbroker towards Exchange or any other regulatory authority due to the non-compliance by the client or his/its obligations liabilities to or through the stockbroker.

11. **RESTRICTIONS AND REGULATION OF DEALINGS:**
   The stockbroker shall at its discretion, decide from time, the volume of business which, the client may transact during any trading day or during any period on the stock Exchange. The stockbroker shall have absolute discretion to reduce the volume of business of client without any prior notice to the client, having regard to
   i) volatility in the market
   ii) impending price sensitive announcements
   iii) any restrictions in relation to volume of trading/outstanding business or margins stipulated by the stock exchange
   iv) political instability in the country
   v) presence of any other price sensitive factors
   vi) failure by the client to maintain the applicable collaterals/margins
   vii) delays by the client in meeting his/its obligations/dues relating to the business/dealings done under this agreement or pursuant to any other agreement between the client and the stockbroker

12. **LIQUIDATION / CLOSE OUT OF POSITIONS:** Without prejudice to the stockbroker's other rights, including the right to refer a matter to arbitration, the stockbroker, Exchange clearing house, the clearing corporation, the depository participant handling the securities of the client, any agent or the sub-broker and/or other entity acting for or on behalf of the stockbroker, any and all losses, financial charges and/or incidental expenses incurred by the stockbroker on account of such liquidation/ close out shall be reimbursed by the client or by the stockbroker from the monies and/or collateral margins or funds or securities of the client or brokerage of the sub-broker available with the stockbroker.

13. In case payment for any settlement is not received by the stockbroker from the client within such number of days as may be stipulated in the business rules framed by the stockbroker in force at any time, the stockbroker shall have full liberty right and is entitled to sell off the securities purchased against the client and liquidate by the stockbroker at the cost and risk of the client.

14. In case the shares sold by the client in any settlement are not received by the sub-broker or received beyond the time limit prescribed in the business rules framed by the stockbroker, any losses/differences arising out of auctions/close outs account of such no-delivery or delay in delivery of securities by the client to the stockbroker shall be at the cost and risk to the account of the client.

15. The client shall ensure that he/she shall be bound by the business rules of the stockbroker as may be in force from time to time and the rules, regulations and bye-laws of the holding company of the stockbroker.

16. The client shall ensure that he/she shall not at any time during the validity of the agreement act as an agent or unregistered intermediary and that all transactions done by him it shall be only for himself or itself and not for any other person or entity.

17. The client shall ensure that they shall be liable to pay to the stockbroker interest at such rate as may be prescribed in the business rules framed from time to time by the stockbroker on any amount outstanding from the client to the stockbroker.

18. The client shall ensure to pay to stockbroker all charges for operation of the DP accounts and for other services rendered by the stockbroker or any of its agents to the client, as may be intimated by the stockbroker from the time.

19. **SHARING OF INFORMATION:** The client shall immediately furnish information to the stockbroker in writing about any event that is likely to have an adverse effect on the financial position of the client.

Upon receipt of information from the client as aforesaid, the stockbroker shall be entitled to take such action to protect its own interest, including, without limitation, liquidating/closing out all outstanding positions of the client. Any and all losses, financial charges and/or incidental expenses incurred by the client charged to and borne by the client and/or the sub-broker/ deductible by the stockbroker from the monies and/or collateral margins or securities of the client or brokerage of the sub-broker available with the stockbroker.
Similarly, the stock broker shall inform the client directly in such mode as may be stipulated in the Business Rules framed by the stock broker about the following with in a reasonable time:

i. The trade/transactions and the contracts executed and the associated obligations of the client.

ii. The daily settlement position and daily obligations of the client in relation to his/its dealings in the different segments of the stock exchange through the stock broker (and)

iii. The account of the client with the stock broker.

20. **EFFECT OF ATTACHMENT**: The stock broker shall not be liable for refusing to obey orders given by or for the client with respect to any account(s) of the client with the stock broker which has or have been subject to attachment in any legal proceedings or under any applicable law for the time being in force against the client and the stock broker shall not be under any obligation to contest the validity of such attachment or sequestration. Further the client shall be liable to indemnify the stock broker from and against any losses or expenses suffered and/or incurred by the stock broker as a result of such attachment.

21. **SEVERABILITY**: In the event of any provisions of his non-mandatory rights and obligations being held to be invalid, unenforceable or illegal for any reason, such invalidity, unenforceability or illegality shall attach only to such provision or condition and this non-mandatory rights and obligations shall remain otherwise in full force apart from the said provision, which will be deemed deleted. The validity of the remaining provisions and conditions shall not be affected thereby and this rights and obligations shall be carried out as if such invalid or unenforceable provision or condition was not contained herein. The stock broker shall however attempt to replace the deleted provision with a legally valid provision as the deleted provision to the greatest extent possible.

22. **NO WAIVER**: Any failure and/or delay on the part of the stock broker to insist on strict compliance/exercise with any of the terms, conditions and provisions of this rights and obligations or a continued course of such conduct shall at no time operate as waiver in full or part, of such terms, conditions, provisions, powers and/or rights. All such powers, remedies and/or rights. All such powers, remedies and/or rights that the stock broker may otherwise have.

23. **FORCE MAJEURE**: The stock broker shall not be responsible for any losses, cost or damages resulting directly or indirectly from:

   (i) action, omission, suspension of trading decision or ruling of the stock exchange or regulatory, governmental or other body or of any other person which is beyond the stock broker’s control (including Exchange, clearing house, clearing corporation etc.)
   
   (ii) any war, strike, lock-out, natural disaster, act of terrorism, delay in postal services or any other delay or inaccuracy in the transmission of order or other information or any breakdown, failure or malfunctioning of any telecommunication or computer system.

24. **COMMUNICATIONS AND NOTICES**:

   (1) All notices or communications issue under this rights and obligations shall be served in any one or more or all of the following ways under (a) to (f) below and such notices or communications shall be served at the ordinary business address and/or ordinary place of residence and/or last known postal address of the party in any one or more of the following ways.

   (a) by post (b) by registered post (c) under certificate of posting (d) by express delivery post (e) by telegram (f) affixing it on the door at the last known business or residential address (g) by advertising it in at least on prominent daily newspaper having circulation in the area where the last known business or residential address of the party is situated (h) by sending a message through the trading system (i) by a notice posted on the notice board of the stock exchange if no address be known (j) by electronic mail or fax (k) by hand delivery.

   (2) Any communication/notice posted on the website www.nseindia.com shall be deemed to have been properly delivered or served to the or the client.

   (3) Any communication sent by the stock broker to the client shall be deemed to have been properly delivered or served, event if such communication is returned to the stock broker as unclaimed/refused/undelivered, if the same is sent to the ordinary business address and/or ordinary place of residence and/or last known address of the party, in anyone or more of the ways as mentioned in clause 25(1) above.

25. **SETTLEMENT OF CLAIMS**: For any illegal acts or unfair trade practices of the client, if penalty is levied on or any loss be suffered by the stock broker, the stock broker shall pass on the said penalty or fine or exemplary damages that are levied by Exchange to the client which shall be paid/adjusted from the balances, if any, of the client lying with the stock-broker.
26. **AMENDMENT:** The stock broker may from time to time amend the this rights and obligations if required, for complying with any change in statute regulation or the requirements of any competent authority or if required under its corporate policies. The same shall be intimated to the client by the stock broker directly in writing, which shall be part and parcel of this rights and obligations. In case the client continues to deal with the sub-broker subsequent to the implementation of such amendment, it shall be deemed that the client is agreeable to the new clauses.

27. **JURISDICTION OF COURTS:** All trades, transactions and contracts are subject to the rules, bye-laws and regulations of the stock exchange on which the trades have been executed and the parties to such trade shall be deemed to have submitted themselves to the jurisdictions of the forum constituted as per the provisions of the rules, bye-laws and regulations of the stock Exchange(s) for settling disputes/claim/difference, if any arising out of the trade/transactions.

28. The client, sub-broker and the stock broker shall ensure that any dispute/claim/difference arising out of any transaction done or entered into between them which are not maintainable before the forum constituted as per the exclusive jurisdiction of courts in Mumbai.

29. **INVESTMENT ADVICE:**

29.1. The client shall acknowledge that the stock broker is not liable to provide him with any legal, tax investment accounting advice or advice regarding the suitability or profitability of a security or investment.

29.2. The client shall also acknowledge that the stock broker’s employees are not authorized to give any such advice and that the client will not solicit or reply upon any advice from the stock broker or any of its employees.

29.3. The client shall ensure that in the event of the stock broker or any employee or official of the stock broker providing any information to the client, the client may act upon the same at the sole risk and cost of the client and the stock broker shall not be liable or responsible for the same.

29.4. The client assumes full responsibility with respect to his investment decisions and transactions.

29.5. The stock broker, its officers, its directors, partners, employees, agents and affiliates will have no liability with respect any investment decisions or transactions of the client.

29.6. The client shall always keep himself abreast of all the requirements to be complied by him/it under various laws, as may be applicable and the rules, regulations, directions, circulars, notifications or guidelines issued under or pursuant to the relevant laws.

30. Words importing the masculine gender include the feminine gender and vice-versa and neutral gender in the case of companies, corporations, firms, etc.,

31. Words and expressions which are used in this rights and obligations, but which are not defined here in, shall unless the context otherwise require, have the same meaning as assigned thereto in the rules, bye-laws and regulations of Exchanges and the circulars issued thereunder.

32. We hereby declare that we are doing PRO trading.

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Client Name: __________________________ Signature: __________________________

Place: __________________________ Date: __________________________