

POLICIES & PROCEDURE

1. Refusal of orders for penny /illiquid stock Penny stocks are defined as the stocks appearing in the list of illiquid securities issued by the exchange(s) every month. The Member Broker may from time to time limit (quantity/value)/refuse orders in one or more securities due to various reasons including market liquidity, value of security(ies) limit ,if any, defined by the exchange either clientwise or memberwise, the order being for securities which are not in the permitted list of the Member Broker/exchange(s)/SEBI, provided further that Member Broker may require compulsory settlement/advance payment of expected settlement value/delivery of securities for settlement prior to acceptance/placement of orders as well. The client agrees that the losses, if any, on account of such refusal shall be borne exclusively by the client alone. The Member Broker may require reconfirmation of orders, which are larger than that specified by the Member Broker's risk management, and the Client is also aware that the Member Broker has the discretion to reject the execution of such orders based on its risk perception.
2. Setting up client's exposure limits and conditions under which a client may not be allowed to take further position or the broker may close the existing positions of a client

The Member Broker may from time to time impose and vary limits on the orders (including but not limited to exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed etc.), which the Client can place through the Member Broker. The Client is aware and agrees that the Member Broker may need to vary or reduce the limits or impose new limits urgently on the basis of Member Broker's risk perception and or other relevant factors including but not limited to limits on account of exchange/SEBI directions/limits (such as broker level/market level limits in security specific/volume specific exposures etc.) and the Member Broker may be unable to inform the Client of such variations, reductions or impositions in advance. The Client understands & further agrees that the Member Broker may at any time, at its sole discretion and without prior notice, prohibit or restrict the clients ability to place orders or trade in securities through the Member 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 Member Broker/exchange /SEBI and any other reasons which the Member 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 and further agrees that Member Broker shall not be liable for or responsible for such variations, reductions or impositions or the Client's inability to route any order through Member Broker on account of any reason but not limited to any such variations, reductions or impositions

of limits.

The Member broker shall have the prerogative to allow differential purchase/sell limits and or exposures varying from client to client, depending upon credit worthiness, integrity and past conduct of each client.

The member broker may close the existing position of the client without any prior notice wherein the outstanding position of the client is increased in the scrip wherein the scrip is in ban period, due to increase in open interest exceeding stipulated marketwide limit of that scrip or for any other reason, in Future & Option/Currency Derivatives Segment. The exchange(s) may cancel the trade suo-moto without giving any reason thereof. The Member Broker shall be entitled to cancel such relative contract with the Client. The Member Broker shall not be liable for any losses, damage or claims on account of such rejection or cancellation of any trade for any reason whatsoever. The Member Broker is required only to communicate /devise the parameters for the calculation of the margin /security requirements as rate(s) /percentage(s) of the dealings, through any one or more means or methods such as post/speed post/courier/ registered post/registered A.D./facsimile /telegram/cable/ email/voice mails/telephone(telephone includes such devices as mobile phone etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the clients computer; by informing the client through employees /agents of the Member Broker; by publishing/displaying it on the website of the Member Broker /making it available as a download from the website of the Member Broker; by displaying it on the notice board of the branch/office through which the client trades or if the circumstances, so require, by radio broadcast/television broadcast/ newspaper advertisement etc; or any other suitable or applicable mode or manner. The client agrees that the postal department /the courier company /newspaper company and the email /voice mail service provider and such other service providers shall be the agent of the client and the delivery shall be complete when communication is given to the postal department/the courier company/the email /voice mail service provider, etc. by the Member Broker and the client agrees never to challenge the same on any grounds including delayed receipt/non receipt or any other reasons whatsoever and once parameters for margin/security requirements are so communicated, the client shall monitor his/her its position(dealings/trades and valuation of security) on his/her /its own and provide the required /deficit margin/security forthwith as required from time to time whether or not any margin call or such other separate communication to the effect is sent by the Member Broker to client and /or whether or not such communication to that effect is sent by the Member Broker to the client and/or whether or not such communication is received by the client.

The Client is not entitled to trade without adequate margin, however, the

Client is responsible for all orders, including any orders that may be executed without the required Margin in the Client's account. The Client shall also be responsible for any claims/loss/damage arising out of the non availability/shortage of margin/security required by the Member Broker and or exchange(s) and or SEBI or any other regulatory authority. Further, it shall be his/her/its responsibility to ascertain before hand the margin/security requirements of his/her/its orders/trades/deals and to ensure that the required margin is made available to the Member Broker in such form and manner as may be required by the Member Broker. If the Client's order is executed despite a shortfall in the available Margin, the Client shall, whether or not the Member Broker intimates such shortfall in margin to the Client, instantaneously make up the shortfall either through delivery of securities in the event of a sale or credit the required funds in the bank account via EFT (Electronic Fund transfer) including Electronic Payment Gateway or personal cheque or Banker's cheque or draft. The client agrees to have disclaimed and waived off any right to disown the transactions /orders executed by the Member Broker under the plea that same were executed without adequate margin.

The Member Broker may at its sole discretion prescribe the payment of margin in the form of funds and/or securities and or any other asset acceptable to Member Broker. The Client accepts to comply with the Member Broker's requirement of payment of Margin in the form of funds and or securities and or any other asset acceptable to Member Broker immediately failing which the Member Broker may sell, dispose, transfer or deal in any other manner the securities and or any other asset already placed with the Member Broker on any account or square off all or some of the positions of the Client as it deems fit in its discretion without further reference to the Client and any resultant or associated losses that may occur due to such square off / sale shall be borne by the Client, and the Member Broker is hereby fully indemnified and held harmless by the Client in this behalf.

The margin/security/funds deposited/due by/to the client with the Member Broker shall not be eligible for any interest

The client agrees that all securities and or monies and or assets belonging to the client which are deposited and or submitted and or under the control or possession of the Member Broker shall be subject to a general lien and /or set off, for discharge of any obligation or indebtedness, in any exchange/segment, in which client is / will be dealing. The Client authorize the Member Broker to inter-se transfer or hold funds, securities, debits, credits etc. amongst the exchanges/segments for which the Client has been dealing and or shall be dealing with the Member Broker. In enforcing the right of lien and /or set off, the Member Broker shall have the sole discretion of determining the manner and time in which the securities and or monies and or assets are to be appropriated/liquidated.

The Member Broker is entitled to include/appropriate any/all payout of funds and or securities towards margin/security without requiring specific

authorizations for each payout.

The Member Broker is entitled to disable/freeze the account and or trading facility or any other services/facilities, if, in the opinion of the Member Broker, the Client has committed a crime/fraud or has acted in contradiction of the agreement/contract or is likely to evade/violate any laws, rules, regulations, directions of a lawful authority whether Indian or Foreign or if the Member Broker so apprehends.

3. Applicable brokerage rate

Brokerage shall be applied as per the rates agreed upon with the client. The rate of brokerage shall not exceed the maximum brokerage permissible under exchange rules, regulations byelaws, notices and circulars issued by exchange from time to time.

4. Imposition of Penalty/delayed payment charges:

Any amounts which are overdue from the Client on account of any reason, including margin obligations, to the Member Broker without prejudice to the other rights of the Member Brokers the client will be charged with delayed payment charges at the rate of 1.5% per month or any other rates as may be mutually agreed between the client and the Member Broker. The Client hereby authorizes the Member Broker to directly debit the same to the account of the Client on daily product basis.

The Client undertakes to indemnify the Member Broker for any penalty/charges/fines which might be levied by any regulatory authority i.e. SEBI/Exchange for non-adherence by the Client with any rules/regulations/circulars/instructions etc. issued by such regulatory authority. The Client agrees that Member Broker reserves the right to recover from the client any penalty/charges/fines imposed by the exchanges/depositories/SEBI/other authority on the Member Broker for any orders/trades/deals/actions of the Client which are contrary to rules/ regulations/bye laws of the exchange/law for the time being in force.

The Client shall, at all time, be liable to pay Member Broker all relevant charges, fees, levies, duties apart from brokerage, exchange related charges, commissions, statutory charges such as service tax and other taxes and transaction expenses as may be agreed between the Client and the Member Broker from time to time and or imposed by any regulatory authority including but not limited to the stock exchanges (including any amount on account of reassessment or backlogs etc.) and or notified by Member Broker on the website(s) and or sent by electronic communication(s) and or sent by any other mode from time to time and in the event of default of payment of any of the above mentioned charges, without prejudice to the other rights of the MEMBER BROKER.

The client understands that Member Broker is committed to provide the

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high quality services to clients. Since Member Broker incurs expenditure to provide requisite customized services e.g. Home service to collect delivery instruction slips(DIS), home delivery of payment of cheques, reminder of delivery shortages, updation of balances of clients on their mobile, back office access on internet to clients, transfer of payment to clients account, organizing seminars, arranging meetings with analysts and other allied services etc. The client agrees and authorizes Member Broker to recover such cost from clients by levying other charges as maybe agreed between the Client and the Member Broker from time to time and or notified by Member Broker on the website(s) and or sent by electronic communication and or sent by any other mode from time to time and in the event of default of payment of any of the above mentioned charges, without prejudice to the other rights of the Member Broker.

5. The right to sell clients' securities or close clients' positions, without giving notice to the client, on account of non-payment of client's dues

The Member Broker maintains centralized banking and securities handling process and related banking and depository accounts at designated place. The client shall ensure timely availability of funds/securities in designated form & manner at designated time & in designated bank & depository account(s) at designated place, for meeting his/her/its pay in obligation of funds and securities. The Member Broker shall not be responsible for any claim/loss/damage arising out of non availability/short availability of funds/securities by the client in the designated account(s) of the Member Broker for meeting the pay in obligation of either funds or securities. If the client gives orders/trade in anticipation of the required securities being available subsequently for pay in through anticipated pay out from the exchange or through borrowings or any off market delivery(s) or market delivery(s) and if such anticipated availability does not materialize in actual availability of securities/funds for pay in for any reason whatsoever including but not limited to any delays/shortage at the exchange or Member Broker level/non release of margin by the Member Broker etc. , the losses which may occur to the client as a consequence of such shortage in any manner such as on account of auctions/square off/ close outs etc., shall be solely to the account of the client and the client agrees not to hold the Member Broker responsible for the same in any form or manner whatsoever.

In case the payment is made by the Client through a bank instrument, the Member Broker shall be at liberty to give the benefit/credit for the same only on the realization of the funds from the said bank instrument etc. at the absolute discretion of the Member Broker.

When the margin is made available in form of securities or any other property by the Client, the Member Broker is empowered to decline its acceptance as margin. The Client agrees and authorizes the Member Broker to determine the market value of securities placed as Margin after applying a haircut that the Member Broker may deem appropriate or by marking it mark to market or by any other method as the Member Broker may deem

appropriate. The Client's positions are valued at the latest market price available ('mark to market') on a continuous basis by the Member Broker. The Client undertakes to monitor the adequacy of the collateral and the Market value of such securities on a continuous basis. If due to any reason but not limited to price fluctuations, there is erosion/shortfall in the value of the margins, the Client agrees to replenish any shortfall in the value of the margins immediately, whether or not the Member Broker intimates such shortfall.

The Client hereby authorizes the Member Broker to square up/sell/liquidate all his/her/its outstanding positions/ securities/shares and to cancel all pending orders at the discretion of the Member Broker, for any reason including the following (a) which are not marked for delivery 15 minutes before the closing time of the relevant segment (s) of the exchanges or any other time which the Member Broker may notify through electronic communication or otherwise from time to time; or (b) when mark to market (MTM) percentage reaches or crosses stipulated percentage mentioned on the website or any other percentage which the Member Broker may notify through electronic communication or otherwise. The Member Broker will have the sole discretion to decide above referred stipulated percentage/time depending upon the market condition. Any direct or indirect profit/loss arising out of square off/cancellation shall be at the risk of and shall be borne by the Client.

In case any open position (i.e. short or long) gets converted into delivery due to non-square off because of any reason whatsoever, the client agrees to provide securities/funds to fulfill the pay-in obligation failing which the client will have to face auctions or internal closeouts. In addition to this the Client will have to pay penalties and charges levied by exchange in actual and losses, if any. Without prejudice to the foregoing, the Client is liable for all and any penalties/charges/fees/fines levied by the exchange(s).

Without prejudice to the Member Broker's other rights including the right to refer the matter to Arbitration, if payment / securities towards the Margin and or shortfall in Margin and or any other payment obligation of the Client towards the MEMBER BROKER is not received instantaneously to enable restoration of sufficient Margin/balances in the Client's account with the MEMBER BROKER, without any reference or prior notice or communication to the Client, the Member Broker has the right but not the obligation to take one or more of the following steps:

- (i) All or some of the positions/securities/shares of the Client as well as the securities placed as Margin or otherwise including but not limited to securities which are pending delivery/receipt with Member Broker may be liquidated/closed by the Member Broker at its sole discretion and at such rate and time as the Member Broker may deem fit.
- (ii) To withhold any payout of funds/securities.
- (iii) To withhold/disable the trading/dealing facility to the client.

- (iv) To cancel all pending orders.
- (v) To take any other steps which in the given circumstances, the Member Broker may deem fit.

The resultant or associated losses that may occur due to such squaring off/cancellations and or sale of securities/positions shall be borne by the Client and the Member Broker is hereby fully indemnified and held harmless by the Client in this regard. Such liquidation and or close out or cancellations of such securities/positions shall apply to any segment/exchange in which the Client does business with the Member Broker.

The Member Broker is entitled to prescribe the date and time by which margin/security is to be made available and the Member Broker may refuse to accept any payment in any form after such deadline for margin/security expires.

Any reference to sale or transfer of securities and or any other asset by the Member Broker shall be deemed to include sale or transfer of all the securities and or any other asset lying with MEMBER BROKER for any reason/account including which form the part of the Margin maintained by the Client with the Member Broker. In exercise of the Member Broker's right to sell or transfer securities and or any other asset, the Client agrees that the choice of specific securities and or any other asset to be sold or transferred shall be solely at the Member Broker's discretion.

6. Shortage in obligations arising out of internal netting of trades

The Client agrees that the Member Broker shall not be obliged to deliver any security or pay any money to the Client unless and until the same has been received by the Member Broker from the exchange, the clearing corporation / clearing house or other company or entity liable to make the payment and or liable to deliver the security and after the Client has fulfilled his / her / its obligations first. Any short delivery of the security shall be dealt with as per the policy of the Member Broker as amended from time to time.

In case the Client buys securities in one settlement, and sells the same in a subsequent settlement, without having received the payout of the securities, any resulting auction / losses will be the sole responsibility of the Client.

Client agrees that in case he/she/it has made any purchase of securities and the delivery of the same falls short inter-client at the Member Broker level, Client hereby authorizes Member Broker to make purchases of the same in the market to make available the delivery of the said securities to Client or close out the transaction at rate which is higher of auction day closing rate + 7% or any other rate communicated by the Member Broker from time to time or selling rate or buyer's rate or at a price Member Broker deems fit for close out of said securities. Client further agrees that if he/she/it has made any sale of securities and due to any exigencies he/she/it is/are unable to make available the delivery of the same in the designated

account with in the designated time and it is an inter client delivery at Member Broker level, Client authorize Member Broker to make purchases of the same in the market on behalf of the Client to make available the delivery of the said securities to the opposite client or close out the transaction at rate which is higher of auction day closing rate + 7% (or any other rate communicated by the Member Broker from time to time) or selling rate or buyer's rate or at a price Member Broker deems fit for close out of said securities and debit the closeout amount to the account of client along with penalty amount, for the delivery, as Member Broker deems fit. Client will not dispute the penalty so imposed on him/her/it by the Member Broker under any circumstances. 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 auction payout is after the book closure/record date, would be compulsory closed out at higher of auction day closing rate + 7% (or any other rate communicated by the Member Broker from time to time) or selling rate or buyer's rate or at a price Member Broker deems fit for close out of said securities.

7. Policy for Inactive Clients (Dormant Account)

Client status is observed on weekly basis & clients who have not traded during the last Three (3) Years are marked "inactive" as "Dormant" in the backoffice & funds payable to the client and securities, if any, lying in the client margin account will be returned after deducting demat or any other charges due from the clients. The files uploaded on the trading servers on daily basis update the current status on the terminals. Whenever a client who is marked inactive as dormant intends to trade, the details of the client viz. Address, Contact No., Demat & Bank account etc. will be confirmed & a written request for re-activation of the account will be taken before executing any trade in that particular client code. In case of any change, the updation form along with the supporting documents will be taken. In case of very old dormant a/c, the entire KYC Form will required to be taken along with the other supporting documents.

8. Temporarily suspending or closing a client's account at the client's request

- i. The client may request the Member Broker to temporarily suspend his/her/its account, Member Broker may do so subject to client accepting/adhering to conditions imposed by Member Broker including but not limited to settlement of account and/or other obligation.
- ii. The Member Broker can with hold the payout of client and suspend his/her/its trading account due to his/her/its surveillance action or judicial or/and regulatory order/action requiring client suspension.
- iii. Temporarily suspending or closing a client's account at the Member's discretion "The Member Broker may suspend the account of the Client in following circumstances:

Signature of Client

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- a. Where the client is inactive for the past Three (3) Years with observation period being the month end.
- b. Based on recommendations made by the Branch Head due to any reason including but not limited to excessive speculations, uncleared balances etc.
- c. Physical Contract notes are received back undelivered due to reasons like “no such person”, “ addressee left”, refusal to accept mails, POD's signed by the third persons, signature mismatch on POD's or other reasons which may create suspicion, after close out of open positions, selling/liquidation of client collaterals/ securities/shares or square off due to any reason whatsoever.
- d. Bounced emails on more than 3 instances until the client submits and registers new email id
- e. Non delivery of periodic statement of accounts sent on periodic basis
- f. Non updation of communication details viz. email id, mobile number, land line phone number or if it is found to be belonging to some third person.
- g. Client places a complaint either directly to the Member Broker or the exchange(s) relating to alleged unauthorised trades being executed in his/her/its account

9. De-registering a client

Notwithstanding anything to the contrary stated in the agreement/contract, the Member Broker shall be entitled to terminate the agreement/contract with immediate effect in any of the following circumstances:

- i. If the action of the client are prima facie illegal/improper or such as to manipulate the price of any 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 a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client.
- v. 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;
- vi. If the Client being a partnership firm, has any steps taken by the Client and/or its partners for dissolution of the partnership;
- vii. If the Client has taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- viii. If the client has made any material misrepresentation of facts, including (without limitation) in relation to the security;

- ix. If there is reasonable apprehension that the Clients is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable;
- x. If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement/contract with the Member Broker;
- xi. If the Client is in breach of any term, condition or covenant of the agreement/contract;
- xii. If any covenant or warranty of the Client is incorrect or untrue in any material respect;

Client Acceptance of Policies and Procedure stated hereinabove:

I/We have fully understood the same and do hereby sign the same. These Policies and Procedure may be amended/changes unilaterally by the Member Broker, provided the change is informed to me/us through any one or more means or methods such as post/speed post/courier/registered post/registered A.D/Facsimile/email/voice mails/telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer; by informing the client through employee /agents of the Member Broker; by publishing/displaying it on the website of the Member Broker/making it available as a download from the website of the branch /office through which the client trades or if the circumstances, so require, by radio broadcast/television broadcast /newspaper advertisements etc; or any other suitable or applicable mode of manner. These Policies and Procedure shall always be read along with the agreement/contract and shall be referred to while deciding any dispute /difference or claim between me/us and Member Broker before any court of law/judicial adjudicating authority including arbitrator /mediator etc.

If any of the term(s)/ clause(s) or part of any term/ clause of the Policies & Procedures, is/are held to be contravention of /in conflict with any of the provision(s)/clause(s) in mandatory documents, as also the Rules, Regulations, Articles, Byelaws, circulars, directives, notices and guidelines and issued by the Regulator and Exchange(s) or held invalid or unenforceable by reason of any law, rule, administrative order or judicial decisions by any court, or regulatory or self-regulatory agency or body, such contravening term(s)/clause(s) or part of term/clause of the Policies & Procedures shall be null & void. The validity of the remaining term(s)/clause(s), however, shall not be affected thereby and these term(s)/clause(s) shall be carried out as if any such contravening/invalid/unenforceable terms(s)/ clause(s) or part of such term/clause were not contained herein.

Signature of Client

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