

  
**Beeline Broking Limited**  
**TERMS AND CONDITIONS (VOLUNTARY)**

## **I. TRADING FACILITY**

With reference to the SEBI circular dated August 22, 2011, client has signed the account opening form, read and understood uniform documentation (right and obligations, ROD, guidance note) as prescribed in the circular. Further these, terms and conditions are set herewith between the client and Broker for the purpose of trading in securities on the Exchange.

The Stock Broker is providing the services and/or facilities and proposes to provide certain additional services or facilities subject to certain terms and conditions prescribed by the Stock Broker. The client will be allowed to avail the trading services and facilities offered by the Stock Broker subject to the compliance with all the terms and conditions set forth facilities subject to such terms and conditions as herein and any proposed additional services or may be prescribed and notified by the Stock Broker to the Client electronically or otherwise. The Client shall be bound by any other relevant and addition of terms and conditions prescribed by the Stock Broker in relation to day trading, buy today sell tomorrow, internet based trading, funds transfer, sms alert facility or any other services offered by the Stock Broker, if the Client avails trading facility and such services.

1. All trades, transactions and contracts are subject to the Rules and Regulations of the Exchange(s).
2. The Stock Broker is entitled to demand from the Client Payment of Margin in the form of cash or securities or any other form as prescribed by Exchange from time to time, as it may deem fit. The Client hereby shall make all margin payment as demanded by the Stock Broker in time, and if the Margin payment is in the form of Cash and Securities, it should be in the proportion as defined by the Stock Broker or Exchange from time to time without prior notice thereof. In case where payment is received by way of cheque the Stock Broker would have the discretion to execute the orders only upon the realization of the funds of the said cheque.
- 3 The Stock Broker is entitled to withhold transfer of shares or payout of funds of the Client, in case the Client fails to furnish margin cheques as demanded by the Stock Broker and hold the same towards margin required. The Stock Broker may execute the any order only after the fulfillment of the margin obligations.
4. a. The Client shall comply with the Stock Broker's requirement of payment of Margin immediately failing which the Stock Broker may sell, dispose, or transfer the securities already place with it as margin or square off /liquidate all or some of the outstanding 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/liquidation/ sale shall be borne by the Client, and the Stock Brokers shall be fully indemnified and held harmless by the Client in this behalf.

b. The Stock Broker, in its absolute discretion, would decide the eligible securities, which could be deposited by the Client for meeting current or future margin obligations and continuously review the eligibility of securities already deposited by the Client. The Stock Broker is entitled to determine the market value of securities placed as margin after applying a haircut that the Stock Broker deems appropriate. The Client shall monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of the margins the Client shall replenish any short fall in the value of the margins immediately. If any security is not found to be of Good Delivery at any time after its deposit with the Stock Broker, the Stock Broker is entitled to reduce the amount attributable to such security in the Client account and the Client shall immediately replace the same failing which the Stock Broker is entitled to revise the limits of the Client and/or square-off any outstanding position.

c. Any securities placed/pledged by the Client as Margin may be used by the Stock Broker to discharge the Client's obligation towards the Stock Broker, whether on account of margin, settlement obligation, any other obligation etc., as per arrangement. The Stock Broker shall be entitled to adjust the surplus amount available on any segment against the due to the Stock Broker on any other segment or across all segments of the Exchanges.

5. The Client is responsible for all orders, including any orders that may be executed without the required margin in Client's account. If the Client's pending order is executed despite a shortfall in the available Margin, the Client shall, instantaneously make up the shortfall either through delivery of shares in the event of a sale or credit the required funds in the bank account via wire or personal cheque, cashier's cheque or money order or account transfer of any other mode.

6. The manner in which any collateral/margin shall be secured in favour of the Stock Broker shall vary from time to time. In case collateral/margin is in the form of approved securities, the same shall be secured in favour of the Stock Broker in either or/both of the following manner:

a. The Client shall transfer his shares into the designated demat account of Stock Broker as Collateral towards his margin requirement. Such designated demat will be solely determined by the Stock Broker from time to time and/or

b(i) The Client shall create an irrevocable pledge over the securities that it proposes to secure in favour of the Stock Broker as collaterals/ margin by issuing appropriate pledge instructions to the Designated Depository Participant in the manner prescribed by the relevant Depository from time to time.

(ii) The pledge created shall be a continuing security and may be invoked by the Stock Broker in the event of shortfall in collateral/ margin/obligation in client account.

(iii) All costs, charges and expenses incidental to or otherwise in relation to the creation, closure and/or invocation of a pledge shall be borne by the Client.

7. All monies, securities or any other collateral which the Stock Broker may hold on Client's account will be held subject to a general lien for the discharge of Client's obligations to the Stock Broker.

8. The orders of the Client are usually routed through the marketplace within seconds, certain orders, at the Stock Brokers sole discretion, may be subject to manual review and entry, which may cause delays in processing their orders. With respect to market order, Client will receive the price at which their order was actually executed in the market place, which may be different from the price at which the security is traded when their order is entered into Stock Broker's system.

9. Clients request for cancellation / modification of any instruction shall be subject to the same not having been acted upon or already being executed or it being outside the control of the Stock Broker. Further, such cancellation /modification instruction shall be deemed to have been received by the Stock Broker, only if Stock Broker confirms the receipt of the same. An instruction or application shall be deemed to have been modified or cancelled only if the Stock Broker sends a confirmation to the Client regarding the same.

10. The Stock Broker is entitled to remit the sale proceeds and/or any credit in the Clients ledger account to the Client and/or to the clients designated bank account using but not limited to the banking platforms available viz. Net Banking, Real Time Gross settlement (RTGS), Electronic Fund Transfer (EFT), National Electronics Funds Transfer System (NEFT), Cheques, Pay orders etc. The client shall indemnify the Stock Broker from all liabilities and losses resulting from any delay and / or the non• executions, non performance, erroneous movement of funds by the bank of such electronic pay out instruction.

11. a. Auction in case of Purchases/Sales

If one or more securities are purchased by the Client and if any quantity either partially or fully is received short from the Exchange, the same shall be subject to the auction mechanism as defined by the Stock Exchange from time to time. Similarly if the client sells any security and fails to deliver the same either fully or partially for settlement then the same is also subject to the auction mechanism of the Exchange as defined by the Exchange from time to time. The loss, if any, on account of the auction initiated by the Exchange shall be entirely borne by the Client.

b. Close out in the case of Purchases/Sales

Where the shares purchased/sold are not received either partially or fully in the auction mechanism as mentioned in clause 11 (a), such short quantity will be subject to the close out procedure as defined by the Stock Exchanges from time to time.

12. The Client shall pay the Stock Broker brokerage, commission, fees account opening/ maintenance charges, charges for availing research reports, charges for availing special facility for mobile broking/ sms facility or any other charges for the special services/facilities availed by the Client, inter settlement charges, auction charges, penalties levied by the exchanges for client limit violation, client code modification, shortfall in margin, etc charges for dis honour of cheque(s) given by the Client, statutory levies, service tax, and other taxes and trade/ transaction expenses including inter alia depository charges, settlement charges etc. as they exist from time to time.

If the Client fails to make payment of the amount due within the time frame specified by the Byelaws, Rules and Regulations of the Exchange and/or as per the policy of the Stock Broker, Stock Broker shall be entitled to delayed payment charges not exceeding 24% by Stock Broker and to directly debit the same to the Client account. The Client authorizes the Stock Broker to setoff a part or whole of the collateral/ledger balances i.e. by way of appropriation of the relevant amount of cash or by way of sale or transfer of all or some of the securities or invoke the pledged shares placed as collateral with the Stock Broker, and/or any credit in any account of the Client in any of the segment of the Stock Exchange, against the outstanding/dues in the account of the Client under this Terms and Conditions for any segment of the Stock Exchanges. The adjustment, so done, shall be by way of passing necessary journal voucher entries or any other mode as Stock Broker may deem fit. The Client agrees that the Stock Broker may debit all type of charges in respect of his Depository Account including any statutory levies, services tax or any other tax from his account. For this purpose, the Client instructs the Stock Broker to get the information of such charges from Depository Participant(s) with whom the Client has the Depository Account, provided such Depository Participant shall be the Stock Broker or any of this group/associate Companies.

13. The cancellation or modification of an order pursuant to the Clients request is not guaranteed. The order will be cancelled or modified only if the Client's request for cancellation or modification is duly received before the original order is Executed.

14. The Stock Broker shall send the trade confirmation to the Client, in the form of contract note or otherwise via mail, e-mail, fax, courier, ordinary post, registered A.D., oral communication or otherwise at the postal address, telephone /fax number, e-mail address intimated by the Client to the Stock Broker. The Client shall be responsible to review the trade confirmations, the contract notes, the bills or statements of account immediately upon their receipt. The Client agrees that the Stock Broker will not be responsible for the non-receipt of the trade confirmation due to any change in the correspondence address of the Client not intimated to the Stock Broker in writing.

15. The Stock Broker may, if so desire, tape-record the conversations between the Client or Clients representative and the Stock Broker, either personally or over the telephone. Such recordings may be relied upon by the Stock Broker as and when required to resolve disputes in connection with the trading transaction.

16. The Client shall not act as a Sub Broker without prior written permission of the Stock Broker and with obtaining certificate of registration from Securities and Exchange Board of India (SEBI) to act as a Sub Broker.

17. The Client shall indemnify and keep indemnified the Stock Broker harmless from and against all claims, demands, actions, proceedings, loss damages, liabilities, charges and/or expenses that are occasioned or may be occasioned to the Stock Broker directly or indirectly, owing to bad delivery of shares / securities and /or as a result of fake /forged /stolen shares /securities /transfer documents that are introduced or that may be introduced by or through the Client during the course of its dealings/ operations on the Exchange(s).

18. The Stock Broker may from time to time amend these terms and conditions if required, for complying with any change in Statute, Regulation or with the requirements of any competent authority without the consent of the Client. The Stock Broker may from time to time amend the terms and conditions with the consent of the Client. The amended terms and conditions shall be intimated in advance to the Client by the Stock Broker atleast 15 days or such other period as may be prescribed by SEBI. In case the Client continues to deal with the Stock Broker subsequent to the intimations of such amendments, the Client agrees and acknowledges that it shall be deemed that the Client is agreeable to the new clauses. However, if the Client is not agreeable to such new terms and conditions, the Client has the right to terminate the relationship with the Stock Brokers as per rights & obligation prescribed by SEBI through communication in writing subject to the meeting of the financial and other obligations under these terms and conditions.

19. The Stock Broker shall not be responsible for any losses, costs, or damages resulting directly or indirectly from:

a. Any action, omission, suspension or trading, decision or ruling of any exchange or regulatory, governmental or other body or of any other reason which is beyond the Stock Broker's control (including exchange, dealing or clearing house), or

b. Any war, strike, lock-out, natural disaster, act of terrorism, delay in postal service or any other delay or inaccuracy in the transmission of orders or other information, or any breakdown, failure or malfunction of any telecommunication or computer system provided however, that the above Force Majeure events do not exempt the Client to fulfill the obligations in his account with the Stock Broker.

20. The Exchange(s) may cancel a trade suo moto without giving any reason thereof and accordingly the Stock Broker may cancel the relevant contract(s) with the Client. There may be insufficient bids or offers or suspension of trading due to price limits or circuit breakers. The electronic trading systems either at the Exchange or in the Stock Broker's offices are vulnerable to temporary disruptions or failures. In the event of trade cancellation due to such events or vulnerabilities, Stock Broker shall be

entitled to cancel relative contract(s) with the Client. At times, due to such unforeseen circumstances the Stock Broker may not be able to execute the desired transactions (either the Client's own transactions or transactions for enforcing margins) on a timely basis. The Stock Broker does not accept responsibility for any losses that the Client may incur on such eventualities beyond the control of the Stock Broker.

All notices or communications issued shall be valid and binding if conveyed in writing which interalia includes post / courier / email through letter, fax (or telegram or by personal delivery duly acknowledged by the other party /Courier /electronic communication) at the last known address, or by publishing the same in the prominent daily newspaper where the last known business/ residential address of the Client is situated or if conveyed over telephone /fax on the last known number or on the recording machine of such number or a notice is pasted at the door of the last known address of either Party.

21. In case any one or more of the provisions contained in the terms and conditions becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in anyway be affected or impaired thereto.

22. No failure or delay by either party to exercise any right, power or privilege hereunder or under the rights & obligations of stock broker shall operate as a waiver nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege as herein provided.

23. The Client confirms having read and understood these terms and conditions and those relating to various services and products and accepts and agrees to be bound by all the terms and conditions including those excluding /limiting the Stock Broker's and Exchange's liabilities.

24. The Client hereby agrees and permits the Stock Broker to provide digitally signed contract notes through internet. In consideration of the stock broker having agreed to provide the contract note through internet both the parties to the relationship hereby covenant and agree as follows:

a. The client shall access the contract notes/ confirmations of the trades executed on his /her/their behalf on the trade date electronically. The Client understands that it is his/her/their responsibility to review all confirmations, contract notes, statements, notices and other communications including but not limited to margin and maintenance calls etc.

b. Should the Client experience any difficulty in opening a document electronically delivered by the Stock Broker, the Stock Broker may, on receipt of intimation from the Client in that behalf, make the required delivery by any other electronic means (e-mail, fax, electronic mail attachment, or in the form of an available download from the back-office website) or in paper based format.

c. Failure to advise the Stock Broker of such difficulty within twenty four hours after delivery shall serve as an affirmation the Client was able to receive and open the said document.

d. In case when the Stock Broker is not able to provide Contract Note to its Clients through (web based) electronic medium due to any unforeseen problems, the Stock Broker should ensure that contract note reaches to the Client in physical form as per the time schedule stipulated in the Bye• laws Rules and Regulations of the Exchanges.

e. Non-receipt of bounced mail notification by the Stock Broker shall amount to delivery of the contract note at the e-mail ID of the Client.

f. The Client shall take all the necessary step to ensure confidentiality and secrecy of the login name and password. Unless the Client lodges a complaint with the Stock Broker as to his/her/its inability to access the systems, it would be presumed that contract notes and all required documents have been properly delivered. The Client agrees that the Stock Broker fulfills its legal obligation to deliver to the Client any such document if sent via electronic delivery.

g. Client hereby authorize Stock Broker to issue electronic contract notes, send the daily margin statement, statement of accounts for periodical settlement of funds and securities, quarterly statement of accounts (Trading/Demat a/c), bills, notices, circulars, amendments and such other correspondence or communication to any of the Email IDs as mentioned in the account opening form or as updated by client with Stock Broker from time to time.

h. Client agrees that the Stock Broker shall fulfill its obligation if any documents are sent electronically to the e-mail id provided in account opening form. Client agree that the member will not be responsible for non receipt of documents sent via electronic delivery due to change in email address or for any other reason which inter alia include client's email/inbox running out of capacity, malfunction of client's computer system/server/internet connection etc. Client also agrees that the Stock Broker shall not take cognizance of out-of office/ out-of-station auto replies and Client shall be deemed to have received such electronic mails. Client agree to intimate any change in the e-mail ID to Stock Broker immediately in writing. However, in the case of internet clients, the request for such change in email id may be made through the secured access by way of client-specific login id and password provided by Stock Broker.

## 25. INVESTMENTADVICE:

a. The Client acknowledges that the Stock Broker shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment.

b. The client also acknowledges that the Stock Broker's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from the Stock Broker or any of its employees.

c. The Client agrees that in the event of the Stock Broker or any employee or official of the Stock Broker providing any information, recommendation or advice to the Client, the Client may act upon the same, only if the same in his opinion is suitable to the Client, at the sole risk and cost of the Client, and the Stock Broker shall not be liable or responsible for the same.

d. The Client assumes full responsibility with respect to his investment decisions and transactions.

e. The Stock Broker, its officers, directors, partners, employees agents and affiliates will have no liability with respect to any investment decisions or transactions of the Client.

## **26.MARKETDATA:**

a.The Client understands that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Stock Broker or otherwise. The Client understands that the Exchange does not guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it. Neither the Stock Broker nor the Exchange shall be liable in any way for incorrect, misleading, incomplete or dated data or information and, if the Client act on the basis of the same, he shall do so at his own risk and cost.

b.The Client shall not furnish market information provided by the Exchange to any other person or entity for consideration or otherwise and in the event the client uses such information he shall do so at its own risk and Cost.

## **27.GENERALDISCLAIMER**

27.1 The Client agrees, understands, acknowledges and confirms without prejudice to the other provisions relating to investment advice:

a. That all the decisions to avail services, make investments and disinvestments are based on the Client's own evaluation of financial circumstances and investment objectives. This extends to any decisions made by the Client's on the basis of any information that may be made available by Stock Broker through meeting with Stock Broker's employees or personnel, research reports Stock Broker's website or through any other media written or oral, online or otherwise. All decisions taken by the Client to invest or disinvest are independent of any advise solicitation or information received by the client from Stock Broker.

b. That any investment advise rendered by Stock Broker may not be consistent with and may in fact be different from the advise or decision of any other Stock Broker's affiliated entity.

c. That the Client shall not rely upon or make any investment decision based solely on recommendations, advise and research reports made available by Stock Broker to the Client. The Client confirms and agrees that research reports are generic and are not designed for meeting specific client objectives. Accordingly, if the Client desires to make an investment on the basis of any research report, howsoever available to him, the Client shall be bound to make appropriate enquires to make an independent assessment as to whether the investment suits his investment objectives and risk appetite and shall seek independent professional advise and/or tax advise in relation to any investment. For the purpose of this clause and the following clauses,

a research report shall be deemed to include any information that may be made available by Stock Broker's or its affiliates or any of their officers, employees or agent through any medium, including without limitation Stock Broker's website, tele-trading facility, or any other website as may be notified by Stock Broker from time to time. All decisions taken by the Client to invest or disinvest are independent of any advise, solicitation or information received by the Client from Stock Broker.

d. That the Client shall neither hold nor seek to hold Stock Broker or any of its officers, directors, employees, agents, business associates liable for any trading costs losses or damage incurred by the Client consequent upon relying on any research report, investment information, research opinion or advise or any other material/ information provided by Stock Broker.

e. The Client understands that the Client is under no obligation to accept and act upon the suggestions/advise of Stock Broker and Stock Broker is under no obligation to provide suggestions/advise to the Client.

f. That the Client may communicate with Stock Broker for any queries or service requests or any other instructions, which are not in the nature of or otherwise related to placing an order or instructions. Unless specifically mandated to the contrary by the applicable Laws, Stock Broker may accept, such communications at its sole discretion, from the Client in the form, manner and medium as it deems fit from time to time. Correspondingly Stock Broker may also communicate with the Client for such purposes as it deems necessary in such form, manner or medium as it deems fit in accordance with applicable Laws. Client acknowledges that, unless mandated by applicable laws, Stock Broker may not be bound to act on any such communication from the Client. Further Stock Broker shall not be held responsible for any errors, failures, delays, interception, un authorized usage, unauthorized alterations, unauthorized access of any communication sent by the Client or any Client related information contained therein or any other acts or omission thereof.

27.2 The Client hereby consents to receive various SMS alerts for investment advises any such other correspondence to any of my / our mobile number(s) mentioned in the Client Registrations Form. The Client further agrees that the member shall fulfill the legal obligation, if the above communications are sent via SMS to any one of the mobile number provided by the Client. Client further agrees that the member will not be responsible for non receipt of the SMS sent due to change in mobile number / non availability of connection or for any other reason, whatsoever. The Client also agrees that the member shall not take cognizance of out-of-coverage area / switched off etc. and the Client shall be deemed to have received such SMS. The Client agrees to intimate any change in the mobile number to member immediately in writing.

## 28. REPRESENTATION AND WARRANTIES OF THE CLIENT

- a The Client represents warrants and undertakes on an ongoing basis that:
- b. The Client shall not initiate, promote or participant in any unfair or manipulative market practices.
- c. The Client agrees to immediately notify Stock Broker, in writing if there is any change in other information provided to Stock Broker, whether at time of account opening or otherwise including without limitation any information provided information in relation to investment objectives of the Client.
- d There are no prior of pending criminal proceedings related to financial crimes against him/it or investigations or enquiries or any negative reputation issues or any action taken by SEBI, RBI, NSE, BSE, MCX-SX, NSDL, CDSL, IRDA or any other Regulatory Body involving the Client and in the event of any such issues or proceedings are commenced him, he shall keep the Stock Broker informed.
- e That all actions required or desirable to be taken to ensure compliance with all the applicable laws, also to enter into, exercise its rights and comply with its obligations have been taken or effected and are in full force and effect and will continue to be taken including any approvals or authorization as required and as to disclosure requirements and regulatory reporting obligations and the Client will provide proof of the same to the Stock Broker as may reasonably be required.
- f That by entering into each transaction or making each request or order under this relationship the Client will not violate rights & obligation, any applicable laws, binding order of a court or regulatory body applicable to it or any contract or other instrument binding on it or its assets.
- g That the Client agrees that he shall be bound by Stock Broker internal auction and closeout policies and agrees to abide by the rate and quantity of margin and/or amount at monies debited and/or credited to the Client's account pursuant to the Stock Broker's policy as set out in Mandatory Policies and Procedures

h That the Client has the necessary infrastructure and/or equipment needed to avail online trading facility and the Client shall be responsible for any losses consequential and/or incidental caused due to insufficient infrastructure and/or equipment to avail such facility.

That the Client shall immediately furnish information to Stock Broker in writing including but not limited to any insolvency petition or garnishee order passed against him and any other litigations / proceedings or circumstances / investigation which may have material bearing on his /its capacity to perform his obligations under this Agreement and /or invest in Third Party Products.

### **29.EXTRAORDINARYEVENTS:**

The Stock Broker and /or its agents will not be liable for any losses caused directly or indirectly by government restriction, exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond the Stock Broker's control.

### **30.CONFLICTOFINTEREST:**

aThe Client agrees that the Stock Broker is entitled to enter into any transactions with / or for the Client or provide any service to the Client notwithstanding that it and/or any its Affiliates may have a material interest in the transaction including proprietary positions or any resulting transactions or a relationship which gives rise to a conflict of interest. The Client agrees and consents that Stock Broker shall have no obligation to disclose from time to time such conflict of interest.

b In relation to investment in which Client is dealing with Stock Broker or any of its affiliates may:

i Act as advisor to other clients on the same investments as a part of its provision of investment banking, stock broking, asset management or other services

ii. Act as principal advisor or lender to the issue

iii. Have an open positions, holding, dealing (including as principal), or market making position; sponsor, underwrite or otherwise purchase/participate in the issue of such investments.

### **31.Limitationofliability & Indemnity**

**Neither the Stock Broker, nor any of its directors, office employees, agents shall in any circumstances be liable for any direct or in direct loss, cost, liability expense or damage (including without limitations all legal fees and legal expenses) arising from**

a any act or omission in the course of or relating to the activities to which this relationship applies.

b any act or omission of any agent or third party including employees or directors of the Stock Broker who perform services pursuant to this relationship.

c. any use of or inability of the Client to avail of the services provided under this relationship for any reason whatsoever.

d. any non-execution of any order or request due to any suspension, interruption, non-availability or malfunctioning of the relevant service or the Exchange system(s) or service(s) for any reasons whatsoever.

e any failure, interruption, error, omission or delay in performance of their obligations or in the transmission/delivery of information resulting from acts, event or circumstances not within their reasonable control including but not limited to war, acts of terrorism, civil disorder, industrial disputes, natural calamities, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware errors.

f incomplete /incorrect data or information provided to the Stock Broker over the phone/internet or any other medium and/or any error in the execution of any other request due to such incomplete & incorrect data.  
the Clients shall at all times continue to be responsible for any request or order placed.

## **II. INTERNETTRADING TERMAND CONDITIONS**

The Stock Broker offers and/or proposes to offer the Internet Trading Service to its Clients; and the Client desires to avail of the Stock Broker's internet trading service for purchasing, selling or otherwise dealing in securities subject to the terms and conditions set out herein the client shall be deemed to have read, understood and agreed to the following terms and conditions in the event the Client avails the Internet Trading service provided by the Stock Broker:

### **1. DEFINITIONS:**

1.1 In these terms and conditions (including the recitals above), unless the context otherwise requires the following words shall have the following meanings:

a "Exchange Provisions" means the Rules, Byelaws, Regulations, Business Requirements, specification, handbooks, notices, circulars and resolutions of the exchange or any segments of the Exchange in force from time to time.

b "Internet Trading" means Internet based Trading through Order Routing system, being a system approved by the Exchange for enabling clients to route their order to Stock Broker over the internet.

c "Internet Trading Account Application" means the Client Registration form along with the other supporting documents submitted by the Clients to the Stock Broker to permit the Client to avail of the Stock Broker's Internet Trading Service.

d "Internet Trading Service" or "Service" means the service offered by the Stock Broker to its clients through Internet Trading where under the clients can route their orders for purchase, sale and other dealings in Securities through the Stock Broker's Internet Trading System.

e "Password" means an alphanumeric code used by the Client to validate his/her username and access the Service.

f "Stock Broker's on the Internet Trading Website" means the web site hosted by the Stock Broker on the internet through which the Stock Broker offers the Internet Trading Service and includes the hardware and software used for hosting and supporting the Website or any other system through which Stock Broker offers the Internet Trading Service.

g "Username" means an alphanumeric login identification used by the Client for accessing the Service.

## **2. INTERNET TRADING SERVICE:**

The Stock Broker provides the internet Trading Service to the Client subject to these terms and conditions and the provisions of the rights & obligations of stock broker, the exchange provisions, SEBI guidelines and the terms of the Website through which Internet Trading Service is provided. The Stock Broker shall be entitled to / alter these terms and conditions and such changes will be highlighted on the trading terminal and such acceptance by the client will be deemed to be a notice. The use of Internet Trading acceptance by the Client of said terms and conditions including any modifications /alteration thereto.

## **3. USER NAME AND PASSWORD**

3.1 The Client will be entitled to a username and password, which will enable him to access the Stock Broker's internet Trading Website for availing of the Internet Trading Service.

3.2 The Client is aware that the Stock Broker's Internet Trading Website itself generates the initial

password encrypts and passes on the password to the client. The Client agrees and undertakes to immediately change his initial password upon receipt thereof and subsequently to change his password with the period stipulated by the Stock Broker. The Client is aware that subsequent passwords are not known or available to the Stock Broker.

3.3 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 Internet Trading Website using the Client's Username and/or password Whether or not such person was authorized to do so.

3.4 The Client shall immediately inform the Stock Broker of any unauthorized use of the Client's Username or Password with full details or such unauthorized use including the date of such unauthorized use, the manner in which it was unauthorized used, the transactions effected Pursuant to such unauthorized use etc.

3.5 The Client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorized use of his username and/or password by a third party and the risk of a person hacking into the Client's account on the Stock Broker's Internet Trading Website and unauthorized routing orders on behalf of the Client through the System. The Client shall be fully liable and responsible for any and all unauthorized use and misuse of his password and/or username and also for any and all acts done by any person through Stock Broker's Internet Trading Website on the Client's username in any manner whatsoever.

The Client undertakes to ensure that the password of the Client and/or his authorized representative are not revealed to any third party since authentication technologies and strict security measures are required for the internet trading through order routed system.

3.6 The Client shall log off from the Stock Broker Internet Trading Website at any time the Client is not accessing or using the Internet Trading service and any liability incurred to the Client as a consequence of the Client not logging off the service shall borne solely by the Client.

" • 3.7 Without prejudice to the provisions of Clause 3.5, the Client shall immediately notify the Stock Broker in writing with full details if:

(i) He discovers or suspects un authorized access through his User name, Password or account.

(ii) He notices discrepancies that might be attributable to unauthorized access.

(iii) He forgets his password or

(iv) He discovers a security flaw in the Stock Broker's Internet Trading Website.

3.8 In any of the above events specified in clause 3.7, the Client shall immediately change his password. However, if the Client is unable to change his password by reason of his having forgotten his password or his password having been unauthorized changed by some other person or for any other reason then the Client shall immediately request the Stock Broker in writing to discontinue his password; and there upon the Stock Broker shall block the login to discontinue the use of the Client's password and Stock Broker's Internet Trading Website shall generate a new password for the Client which shall be communicated to the Client. At no point in time shall the Stock Broker be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the password.

#### **4. TRANSACTIONS AND SETTLEMENTS:**

4.1 All order for purchase, sale or other dealings in securities and other instructions routed through the Stock Broker Internet Trading Website via the Client's Username shall be deemed to have been given by the Client.

4.2 The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange provisions

4.3 The Stock Broker may from time to time impose and vary limits on the orders which the Client can place through the Stock Broker's Internet Trading Website (including exposure limit, turnover limits, limits as to the number, value and/or kind of securities/companies 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 instantaneously on the basis of the Stock Broker risk perception and other Factors considered relevant by the Stock Broker, and the Stock Broker may be unable to inform the Client of such variation reduction or imposition in advance. The Client agrees that the Stock Broker shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the Stock Broker's Internet Trading Website on account of any such variation, reductions or imposition of limits. The Client understands and agrees that the Stock Broker may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client ability to place orders or trade in securities through the Stock Broker.

4.4 Though orders will generally be routed to the Exchange's trading platform within a few seconds from the time the order is placed by the Client on the Stock Broker's Internet Trading Website the Stock Broker shall not be liable or responsible for any delay in the execution of any order or for non• execution of any order or for any resultant loss on account of the delay due to any link/system failure at the Client/Stock Broker's/ Exchange's end.

4.5 The Client agrees that the Stock Broker may at its sole discretion subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.

4.6 In case of a market order, the Client agrees that he will receive the price at which his order is executed by the exchange's trading platform; and such price may be different from the price at which the security is trading when his order is entered into the Stock Broker's internet Trading Website.

4.7 The Client is aware that the Stock Broker has provided, a facility for reconfirmation of orders, which are larger than that specified by the Stock Broker's risk management, and is also aware that the Stock Broker has the discretion to reject the execution of such order based on his risk perception.

4.8 The Client grants express authority to the Stock Broker for carrying out transactions and instructions authenticated by the password provided to the Client. Stock Broker has no obligations to verify the authenticity of any transaction instruction sent or purported to have been sent from the Client other than by means of verification of the Client's password.

4.9 The Client hereby agrees to execute all orders at around market prices. The Client agrees to ensure that there will be no attempt at price distortion and price rigging made through any means.

4.10 The Client authorizes the Stock Broker to square up all his outstanding positions, which are not marked for delivery before closing time on the normal market. The process for squaring up of outstanding transactions will commence 30 minutes prior to scheduled closing time or the time as may be deemed fit by the Stock Broker. Such process will be executed by the Stock Broker. The Client confirms and understands that square up of such outstanding position, may/may not be at the best available price during the 30 minutes window. Any profit/ loss arising out of square off shall be at the risk of and borne by the Client.

## **5.MARGIN:**

The Client shall immediately deposit with the Stock Broker such cash, securities or other acceptable security, which the Stock Broker may require as margin. The Client agrees that the Stock Broker shall be entitled to require the Client to deposit with the Stock Broker a higher margin than that prescribed by the Exchange. The Stock Broker shall also be entitled to require the Client to keep with the Stock Broker a margin of a value specified by the Stock Broker so long as the Client desires to avail of the Stock Broker's Internet Trading Website. The Client shall be bound by the relevant terms and conditions relating to margin set forth and terms and conditions.

## **6. CANCELLATION REQUESTS:**

6.1 When the Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellations is received and the order is successfully cancelled before it is executed.

6.2 The Client shall not be entitled to presume an order is been executed or cancelled until a confirmation from the Stock Broker is received by the Client.

6.3 The Exchange may annul a trade suo-moto without giving a reason thereof. In the event of such annulment, the Stock Broker shall be entitled to cancel the relative contract(s) with the Client.

## **7. CONFIRMATIONS:**

The Stock Broker will send the order/ trade confirmation through Email to the Client at his request from the time of execution of order/trade on the Stock Broker's Internet Trading Website, as the case may be. The Client agrees that the information sent by Stock Broker by Email is deemed to be a valid delivery of such information by the Stock Broker.

## **8. ARRANGEMENT WITH RELATIONSHIP BANK**

The Client understands that the Stock Broker has relationship with one or more banks (the "Relationship Banks"). The Stock Broker Internet Trading Website has a payment window through a link to the website of the relationship bank, which provides the facility. In such a case, the Client would make the payment for securities purchased by him by crediting the purchase amount (along with the indicated brokerage amount) directly to the account of the Stock Broker with the relationship bank by means of a fund transfer. Similarly in the case where the client specifically request to transfer the sale proceeds arising from sale of securities, the Stock Broker would credit the account of the client with the relationship bank by means of a fund transfer. The Stock Broker expressly states that the payment gateway mechanism is a service offered by the banks with whom the Stock Broker has established relations for facilitating the transfer of funds between the Client's account and the Stock Broker's account. The Stock Broker expressly excludes liability for consequential loss or damage or loss of profit business revenue, goodwill or anticipated savings which may arise in respect, of (i) the payment gateway services offered by such Banks (ii) the payment mechanism

## **9. REPRESENTATIONS AND WARRANTIES OF**

The Client represents and warrants to the Stock Broker that:

9.1 All the information provided and statement made in the Client's Internet Trading Account Application

are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the Client is aware that the Stock Broker has agreed to provide the Stock Broker's Internet Trading service to the Client on the basis inter alia, of the statements made in the Client's Internet Trading Account Application.

9.2 The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software systems, communication lines, peripherals, etc. which is susceptible to interruptions and dislocations; and the Stock Broker's Internet Trading Service may at any time be unavailable without further notice. The Stock Broker and the Exchange do not make any representation or warranty that the Stock Broker's Internet Trading Service will be available to the Client at all time without any interruption. The Client agrees that he shall not have any claim against the Exchange or the Stock Broker on account of any suspension, interruption, non availability or malfunctioning of the Stock Broker's Internet Trading System or Service or the Exchange's service or systems for any reason whatsoever.

9.3 All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into pursuant to this relationship with all applicable laws, shall be completed by the Client prior to such transaction being entered into.

9.4 The Client has the required legal capacity to, and is authorized to enter into this relationship and is capable of performing his obligations and undertakings hereunder.

9.5 The Client shall abide by the Exchange Provisions and the terms of the Stock Broker's Internet Trading Website in force from time to time. The Stock Broker shall be entitled to modify/alter the said terms and conditions and such a change shall be such a change will be communicated in writing which in terraria includes post /courier /email. The use of service shall be deemed to be an acceptance by the Client of terms and conditions including any modifications Alteration thereto.

9.6 The Client understands and agree that dotex International Ltd. (Service Provider for Currency Derivative-<http://nowonline.in>) and member shall, in no event will be liable to the Client or to any third party for any loss, damage, loss of profits or any other consequential damages, however caused and on any theory of liability.

## **10. REPRESENTATIONS AND WARRANTIES OF THE STOCKBROKER:**

The Stock Broker represents and warrants of the Client that:

The Stock Broker Internet Trading System has been approved by the Exchange. Where the Internet Trading Systems has not been approved by the Exchange, the Stock Broker has applied/proposes to apply to the Exchange to approve the said Internet Trading System and the Stock Broker will commence the Stock Broker Internet Trading Service only after the Exchange has approved the Stock Broker's Internet Trading System.

## **11. AMENDMENT:**

The Stock Broker is entitled to discontinue his Internet Trading Service in part or in its entirety and change the terms of the Internet Trading Service (including the terms on the Stock Brokers Internet Trading Website) at any time and from time to time which interalia includes post /courier /email.

## **12. TERMINATION**

12.1 The arrangement of internet trading entered into between the Stock Broker and the Client shall stand terminated by mutual consent of the parties by giving at least one month written notice. Such cancellation or termination shall not have any effect on transaction executed before the date of such notice of termination and the parties shall enjoy the same rights and shall have same obligations in respect of such transactions.

12.2 The terminations of this arrangement shall not affect any right and obligations of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination.

12.3 The Client shall at all times continue to be responsible for any transaction ordered on his accounts prior to the cancellation of the services. The closure of the accounts of the Client shall automatically terminate the web based brokerage service facilitated by the Website and the Stock Broker may suspend or terminate online trading facilities without prior notice if the Client has breached these terms and conditions or it learns of the death, bankruptcy or lack of legal capacity of the Client.

## **13. JURISDICTION**

The trading member and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws, Regulations and circulars issued there under by the Exchange 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 Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued there under.

## **III. DOCUMENTS DELIVERY-TERMS AND CONDITIONS**

1. The Stock Broker shall, in its discretion, send any document that is obligatory to be sent to the Client by means of an electronic communication. This electronic communication may be in the form of e-mail, an e-mail attachment or in the form of download available on the Website. Every document so sent shall contain all such information as is mandated by the concerned statutory and /or regulatory authority. Broker shall be deemed to have fulfilled its legal obligation to deliver a document to the Client, if it is sent by the electronic mode. The Client shall download the said document promptly on intimation of a notice of its display. Provided that on a request being made by the Client, due to a

difficulty experienced by the Client in viewing the same, Broker shall, in its discretion, make the required delivery by such other means, as it *may* deem appropriate. All information contained therein shall be binding upon the Client, if the Client does not object in writing to any of the contents within time stipulated under the relevant regulation of the exchange, if any, or within reasonable time for the contract notes and 30 days for the Statement of Accounts of such intimation

/confirmation. In all cases, the Stock Broker reserves the right to determine the validity of the Client's objection to the transaction.

2 The Client is aware that the transaction statement, which would be provided to the Client through Website or in writing which *inter alia* includes post / courier / email (as may be intimated to the Client), may be accessed by other entities in case the confidentiality / secrecy of the password is compromised by the Client.

3. The use and storage of any information including, without limitation, the passwords or digital signatures, as the case may be portfolio information, transaction activity, account balances and any other information or orders available on the Client's personal computer is at the Client's own risk and is the Client's sole responsibility. The Client shall be solely responsible for providing and maintaining the communications equipment (including personal computers and modems) and telephone or alternative services required for accessing and using the web-site or related services, and for all communications service fees and charges incurred by the Client in accessing the Website or related services.

4. The Client is authorized to use materials which are made available by Stock Brokers services or of other third parties on the website for Client's own needs only in accordance with the terms and conditions specified for such usage, and Client is not authorized to resell access to any such materials or to make copies of any such materials for sale or use by others. The Client will not delete copyright or other intellectual property rights notices from printouts of electronically accessed Materials.

#### **IV. DAYTRADING**

##### **TERMS AND CONDITIONS**

Day Trading : The terms and conditions for day trading may vary, at the Stock Broker's absolute discretion, for each mode of trading including Internet Trading Service, based on the risk profile of the Client and the market conditions. The Stock Broker may also vary the terms and conditions during the market hours based on market volatility and its risk perception without any further communication or intimation to the Client. The terms and conditions for each mode shall vary with respect to: a List of eligible securities b Exposure c MTM process d Square-off e Brokerage f Others

## 1. Internet Trading Service:

a The Stock Broker may permit day trading only in the list of scrips specified for the purpose by the Stock Broker from time to time.

B The margin percentage applicable to each of the scrip shall be equal to the total margins levied by Exchange subject to a minimum of VAR% or Risk Management System and may be changed at the discretion of the Stock Broker from time to time without any further intimation.

c The minimum margin percentage for day trading in CM Segment shall be same. However for F&O segment margins will be as specified by the Stock Exchange from time to time.

d Day / Margin positions can be converted to delivery before the defined cut-off time subject to availability of clear funds or free securities balance.

e Mark-to-Market (MTM) process shall be triggered at periodic intervals during the day and MTM losses arising, if any, shall be fully recovered from the available buying power and MTM profits if any shall not be added to the Clients buying power. Also MTM losses of one scrip shall not be netted off against the MTM profits of another scrip of the same client.

F The Stock Broker may call for additional margin in case the Mark to Market (MTM) loss on the open margin positions exceed the defined threshold limits.

G The Stock Broker may cancel the pending orders and place square-off orders to close all or some of the day positions if sufficient balance is not available to absorb the additional margins.

h If the balance is not sufficient to cover the MTM losses and or the additional margin call then the open positions under day trading shall be squared-off by the Stock Broker at the Client risk without attempting to call the Client, or converting to delivery or giving some grace time. If the Client has taken day positions in many scrips then the Stock Broker may square off the scrips on Clients behalf preferably and not necessarily be chosen on the basis of the descending order of the loss incurred, until the balance turns positive.

The Stock Broker shall be entitled to square off Client's open margin position in case they have not been squared off or converted to delivery before the defined cut-off time.

The Stock Broker may define the cut-off time by which the square off process shall be triggered and this may vary from time to time. The timings shall however be notified on the trading screen and the website

K The square off orders shall be generated at market price and they may be executed at any price, which may be different from the price prevalent at the cut-off time.

The losses, if any, arising on execution of the square off trades shall be borne by the Client.

M The Stock Broker shall have the right to cancel any or all open orders and/or close any or all outstanding contracts.

n Open margin positions that are not squared off for reasons beyond the control of Stock Broker such as price band, technical issues, etc. shall be converted to delivery.

o The Stock Broker will not deliver the shares to the Client, if the position cannot be successfully converted to delivery due to non-availability of funds in case of open buy positions and may liquidate such shares instantaneously on the receipt of purchased securities from Exchange and the Client shall be liable for any resulting losses, brokerage, and all associated costs which include brokerage stamp duty, auction charges, facilitation charges, sn, turnover charges incurred for the purpose.

p The Client shall bear the losses and all associated costs which include brokerage stamp duty, auction charges, facilitation charges, sn, turnover charges including penalty levied by the Exchange arising out of the auction and or close out as per the rules of the concerned Exchange. If the position cannot be successfully converted to delivery due to shortage of shares in demat account linked to trading in case of open sell positions.

Q The Stock Broker reserves the right to square off any open margin positions, if the current market price breaches the specified percentage when compared with the previous day's closing price for that scrip. The specified % as per Risk Management System shall be notified from time to time.

## **2. Other than internet Trading Eligible securities:**

The Stock Broker will notify the list of securities available for day trading and the same may vary from time to time. The Stock Broker may at its sole discretion consider changing the same without prior intimation to the clients.

## **3. Exposure:**

The Stock Broker will notify the exposure limits permitted against the eligible securities and same may vary from time to time based on the risk perception of the Stock Broker. The Stock Broker may at its sole discretion consider changing the same without prior intimation to the Clients

#### **4. Short Sales:**

The Client should have sufficient exposure limits / ledger balance equal to or greater than margin money before executing any sell order. Any order accepted without free stock balance in the demat account would be deemed a short sale. Short sales can be settled by squaring off the trade within same trade cycle. If Client does not square off the position by the stipulated time before the close of market hours on the last day of the trading cycle, the Stock Broker is entitled to square off the position on the same day or on any later date. The Client is responsible for any losses or expenses incurred by the Stock Broker as a result of their failure to make such delivery / square off the trade. The Stock Broker shall have the right to modifying these terms and conditions to meet the requirements of SEBI or Exchange or its own in writing which Inter alia includes post/ courier /email.

#### **5. Long Buys:**

The Client should have sufficient exposure limits/clear ledger balance equal to or greater than the required margin money before executing any buy order. If Client do not square off the position by the stipulated time before the close of market hours on the last day of the trading cycle, the Stock Broker will have all rights to square off the position on the same day or on any later date. The Client is responsible for any losses or expenses incurred by the Stock Broker as a result of their failure to make payment /square off the trade.

#### **6. Calls for additional Collateral and Liquidation**

The Stock Broker may require the Client to immediately deposit cash or collateral into their account prior to any applicable settlement date in order to assure due performance of their open contractual commitments. On failure of the Client, the Stock Broker is entitled to the right to sell any or all securities and or close all or some open contracts and or other collateral in their account, buy any or all securities and other collateral which may be short in their account, cancel any or all open orders and/or close any or all outstanding contracts. In addition, the Stock Broker may exercise any or all of the above rights without demand for additional cash or collateral, or notice or sale or purchase. The Client is responsible for all orders, including any orders that may be executed without the required margin in the Client's account. If the Client's order is executed despite a shortfall in the available margin, the Client shall, whether or not the Stock Broker intimates such shortfall in Margin to the Client, instantaneously make up the shortfall either through delivery of shares in the event of a sale or credit the required funds in the bank account via wire or personal cheque, cashier's cheque or account transfer or any other mode.

Any reference in these terms to sale or transfer of securities by the Stock Broker shall be deemed to include sale of the securities, which form part of the margin, maintained by the Client with the Stock Broker. In exercise of the Stock Broker's right to sell securities under this relationship, the Client agrees

that the choice of specific securities to be sold shall be solely at the Stock Broker's discretion.

#### **V. TRADING IN PHYSICAL SEGMENT**

In case the Client wishes to buy/sell shares, which are settled in physical form, Client agrees to follow the procedure prescribed by the Stock Broker for taking / giving delivery of such shares, further delivery of such shares from /to the exchange shall be at the Client's sole risk. The Client has to ensure that for sale transaction, the shares are physically delivered to the office(s) of the Stock Broker at the risk of the Client. The Stock Broker shall not be held responsible for any theft or loss of such physically shares, in transit and the Stock Broker will be indemnified by the Client towards any consequential loss/damage. Additionally, if any of such physically settled shares, purchased or sold by the Client, results in Bad Delivery, the Stock Broker shall not be responsible for the same and the Client shall indemnify the Stock Broker from any consequential loss and /or damages. Client shall be responsible for transferring share to his/her name, pay charges for transfer if any and co ordinate with the company or share registrar.

#### **VI. GENERAL TERMS:**

- l. Brokerage/Fees/Commission or Other Charges The Client agrees and acknowledges as follows:
  - a The Client agrees to pay an upfront service fee if so required by the Stock Broker for availing the services offered by the Stock Broker.
  - B The Client agrees to pay various fees, charges, commission depending upon the services availed by the Client as maybe notified by the Stock Broker from time to time.
  - c The Client hereby agrees to pay all costs, charges, expenses, damages, losses, interests (including penal interests) incurred or suffered by the Stock Broker as a result of the Client's default, including without limitation, due to dishonor of cheques.
  - d The Stock Broker shall debit the charges of the Depository Participant /Services for the trades and the bank charges for the realization of cheques etc. to the Bank account and the Client hereby authorizes the Stock Broker to do the same.
  - E In respect of any monies payable in accordance with the provisions of this clause and without prejudice to the absolute obligation of the Client to make payment of monies forthwith upon demand, the Client shall be liable to pay interest not more than 24% and notified by the Stock Broker from time to time, from the date of demand from the Stock Broker till the actual date of receipt of such monies by the Stock Broker.
  - f All payment to the Stock Broker shall be made clear and free of withholding and deduction, in Indian Rupees, in immediately available and freely transferable funds for same day settlement in Mumbai.

g Brokerage shall be paid in the manner intimated by the Stock Broker to the Client from time to time, including as a percentage of the value of the trade or as a flat fee or otherwise as set out in the "Mandatory Policies and Procedures"; together with the service tax as may be applicable from time to time on the same. The Client further agrees to pay any applicable taxes including the securities transaction tax, duties and levies as maybe levied on the transaction from time to time.

h The Client agrees to pay the stamp duty payable forth is arrangement and on any other instruments relating to any transaction executed pursuant to this relationship including without limitation any stamp duty payable on contract notes issued pursuant to this relationship. Without prejudice to the generality of the above clause, the Client also agrees to pay any and all additional stamp duty payable if contract notes issued for any transaction executed under this relationship is received by the Client in any other state other than the state of Maharashtra. Further, the Client agrees to pay, in the event of any differential stamp duty payable, such differential stamp duty where this relationship is executed in any other state other than the state of Maharashtra.

To the extent permitted by Applicable Laws, the Client agrees that the Stock Broker may at its sole discretion charge for nonuse of the Client Account for prolonged period which shall be non-refundable even If the Client uses such Account subsequently.

Without prejudice to the absolute obligation of the Client to pay/reimburse monies to the Stock Broker as set-out above, the Stock Broker shall also be entitled to set-off and appropriate any monies that may be placed with or available with the Stock Broker for and/or on behalf of the Client towards any dues of the Client to the Stock Broker or its group / associate companies, arising howsoever.

## **2. Suspension of Services and Termination:**The Client agrees that

a. The Stock Broker may at any time, as it considers necessary in its sole discretion and without prior notice to the Client prohibit or restrict or suspend the Client's access to or use of the services (other than broking services) provided to the Client under this relationship whether in part or entirely.

b The Stock Broker shall be entitled to suspend or terminate this relationship without prior notice if:

i the Client has breached any rights and obligation/terms and conditions under this relationship

ii upon the death, winding up, bankruptcy, liquidation or lack of legal capacity of the Client or is designated as a defaulter by any credit rating agency or any action or proceedings have been initiated by any Regulator/ Authority.

iii the Client fails to maintain the bank Account and/or the Securities Account (or any replacement thereof

- iv. the Client has misrepresented facts at the time of entering into this relationship or at the time of giving instructions or otherwise or
- v. any proceedings or investigations have been initiated or is ongoing that involve the Client or its properties.
- vi. the client fails to fulfill his payment obligations under this relationship or otherwise due to the Stock Broker or
- vii. the Client has violated the applicable law or the Client has breached any rights and obligation/terms and conditions under this relationship
- viii. if the client migrates to a jurisdiction which prohibits trading in Indian securities or otherwise subjects the Stock Broker or any of its employees to any licensing or registration requirements.

C Upon termination of his relationship all other arrangement, annexure and writings supplementing this relationship entered into by and between the Parties shall stand terminated.

### **3. Assignment:**

The Client agrees and acknowledges that he shall not be entitled to assign any of its rights, obligations and/or benefits under this relationship without the prior written consent of the Stock Broker and the Stock Broker shall be entitled to assign its rights, obligations and/or benefits under this relationship to any successor entity, affiliate or to any other third party entity as permitted in the relevant regulation of the exchange.

### **4. Severability:**

The Client agrees and acknowledges that in the event of any provisions of this relationship being held to be or becoming invalid, unenforceable or illegal for any reason, this relationship shall remain otherwise in full force apart from the said provision which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose as the deleted provision to the greatest extent possible.

### **5. Force Majeure**

The Stock Broker and/or any of its affiliates will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, accident, power failure, equipment or software malfunction, strikes, event of national emergency, war prohibitive governmental regulation, natural calamity or if any other force majeure cause which is beyond the reasonable control or any other conditions beyond the Stock Broker's control.

The Client agrees and acknowledges that notwithstanding anything contained hereinabove, in the event there is any conflict between the terms and conditions set out herein and the terms and conditions set out in the mandatory documents, the terms and conditions set out in the mandatory document shall prevail over the terms and conditions set out herein above and any such terms and conditions contravening any of the clauses in the mandatory documents as also the rules, regulations, articles, bye-laws, circulars, directives and guidelines of SEBI and Exchanges shall have no effect and void

## TERMS & CONDITION

### For StockExchange

A Stock Exchanges may confirm the details by way of sending SMS or E-mail or letter directly to the Client.

Only upon receipt of confirmation from the Client, the Stock Exchanges shall commence sending the transaction details directly to Client.

B In case of non-individual accounts the service will be available only to one mobile number as provided to Stock Exchanges as provided in the above details.

C Client acknowledges that the service provided to him is an additional facility provided for his convenience and is susceptible to error, omission and/ or inaccuracy. In case the client observes any error in the information provided in the alert, the client shall inform the Stock Exchange immediately in writing and the Stock Exchange will make best possible efforts to rectify the error as early as possible.

D The Client authorizes the Stock Exchange to send any message such as promotional, greeting or any other messages that the Stock Exchange may consider appropriate to the client. The Client agrees to receive above information and also gives an ongoing confirmation for use of name, email address and mobile number for marketing offers between group companies and gives the consent to receive any messages/mails.

E The information sent as an alert on the mobile phone number / Email ID shall be deemed to have been received by the Client and the Stock Exchanges shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert.

F The Stock Exchanges will make best efforts to provide the service. The Client cannot hold the Stock Exchanges liable for non-availability of the service in any manner or for any non-delivery, delayed delivery or distortion of the alert in anyway whatsoever.

G Stock Exchanges reserves the right to charge such fees from time to time as it deems fit for providing this service to the Client as governed by the regulatory authorities.

H I/We agree that the member will not be responsible for non receipt of documents sent via electronic delivery due to change in email address or for any other reason which inter alia include my/our email/inbox running out of capacity, malfunction of my/ our computer system/ server/ internet connection etc.

The Stock Exchanges shall not be liable for any breach of confidentiality by the service provider or by an

third person due to unauthorized access to the information meant for the Client. In consideration of the Stock Exchanges providing the services, the Client agrees to indemnify and keep safe, harmless and indemnified the Stock Exchanges and its officials from any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever which a Stock Exchanges may at any time incur, sustain, suffer or be put to as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the service by the Client. The Stock Exchanges shall also not be liable for any delay or any other interruption which may occur in providing the data due to force majeure, communication failure, any technical reason including network (Internet) related reasons, system failure or any other form of breakdown of services or the inability of the Exchange to send the data beyond the control of the Exchange.

The Stock Exchanges may amend the terms and conditions at any time with or without giving any prior notice to the Client. Any such amendments shall be binding on the Client who is already registered as user of this service.

### **For Stock Broker (SMS Facility)**

1. The Stock Broker may provide the client with such number of SMS Alerts as the Stock Broker may in its sole discretion determine. The Stock Broker will intimate the Client, if the Stock Broker decides to charge for the same by email or by displaying the same on the website and / or mobile ISMS along with the applicable charges. The Stock Broker shall debit the Client's account such sums, on daily or monthly basis or as it may decide from time to time, as may be due to it hereunder for providing the SMS Alerts.

2. The Stock Broker reserves the right to modify the said charges from time to time, or discontinue this SMS alert facility at any time without assigning any reasons for the same. Provided that the Stock Broker will intimate the Client, the modified charges and/or changes in the same either through an e-mail or by putting up the said charges and / or any change on the Website or orally or any other mechanism as it may deem fit. It shall be the Client's responsibility to maintain adequate balance in his account so as to enable the Stock Broker to debit his account for such above mentioned charges. If the Stock Broker is unable to recover the charges from the Client, due to insufficient balance in the Client's account, then the Stock Broker may discontinue the SMS alert facility to the Client or take such other actions as the Stock Broker may deem fit.

3. The SMS facility will be provided only to those Clients who have given their valid and functional mobile numbers. It shall be the Client's responsibility to ensure that the mobile number given to the Stock Broker is correct and operable/in-working condition at all times.

4. The Stock Broker may also arrange to SMS research related messages and / or market updates and information only to the Clients subscribed to such facility

5. The Client is obligated, unless discontinued the SMS facility, to communicate the change in the mobile number, if any, to the Stock Broker immediately. The Stock Broker will send the SMS alerts to the new mobile number only after the same has been incorporated in database of the Stock Broker. However, the Stock Broker shall not be liable at any time if SMS alert is sent to a number, which has changed, which may have caused due to a delay or non-intimation by the Client or non-receipt of the intimation by the Stock Broker of the said change.

6. The Stock Broker and its SMS facility provider hereby disclaim all or any liability that may arise as a consequence of the incomplete /incorrect data/request being provided by the Client.

7. The Stock Broker or the facility provider shall not be responsible for any non delivery or delay in delivery of SMS alerts and/or market updates and information to the Client including but not limited to reasons such as the mobile phone being lost, stolen, or the Client's phone not being with him, or a technical failure with the Client's mobile phone. The Client shall not be entitled to claim a refund of any amount charged by the Stock Broker to him or any additional amounts whether as compensation, damages, opportunity loss, etc.

8. The Client may discontinue from availing the SMS at any point of time through appropriate written intimation to the Stock Broker's designated officials and/or any other mode of communication that may be set up by the Stock Broker from time to time. The Stock Broker may also provide a link on the website to modify or cancel the facility, where the Client changes the options /settings of the SMS facility.

9. The Stock Broker may, at its discretion, decide the maximum number of alerts that Client shall be eligible to set up. The Stock Broker may not entertain the additional request, if the request placed by the Client exceeds the maximum number of permissible open requests, unless an existing open request is cancelled by the Client or has been executed.

10. Neither the Stock Broker nor any other party disseminating any data, message and/or information pertaining to the SMS alerts or market updates and information shall be liable for any inaccuracy, error, omission or delay in the transmission or delivery of:

- a. any such data, information or message, or
- b. any loss or damage arising from or occasioned by
- c. any such inaccuracy, error, delay or omission,
- d. non-performance, or
- e. interruption in any such data, information or message, due either to any act or omission by the Stock Broker or any disseminating party or due to power failure, equipment or software malfunction or any other cause beyond the reasonable control of the Stock Broker, or any disseminating party.

11. Neither the Stock Broker nor any disseminating party shall be liable for any "lost opportunity" i.e. notional profit due to the non-receipt of a certain SMS alert or market update /information that may have been requested by him.

I/We have read and understood the terms and conditions mentioned above and agree to abide by them and any amendments thereto made by the Stock Exchanges from time to time. I/ we further undertake to pay fee/ charges as may be levied by the Stock Exchanges from time to time, as applicable. I/We am/ are aware that mere acceptance of the registration form does not imply in any way that the request has been accepted by the Stock Exchanges for providing the service. Providing the Service as outlined above shall be governed by the laws of India and will be subject to the exclusive jurisdiction of the courts in Mumbai. I/We agree to intimate for any change in my mobile number and/or email ID provided to you in writing.