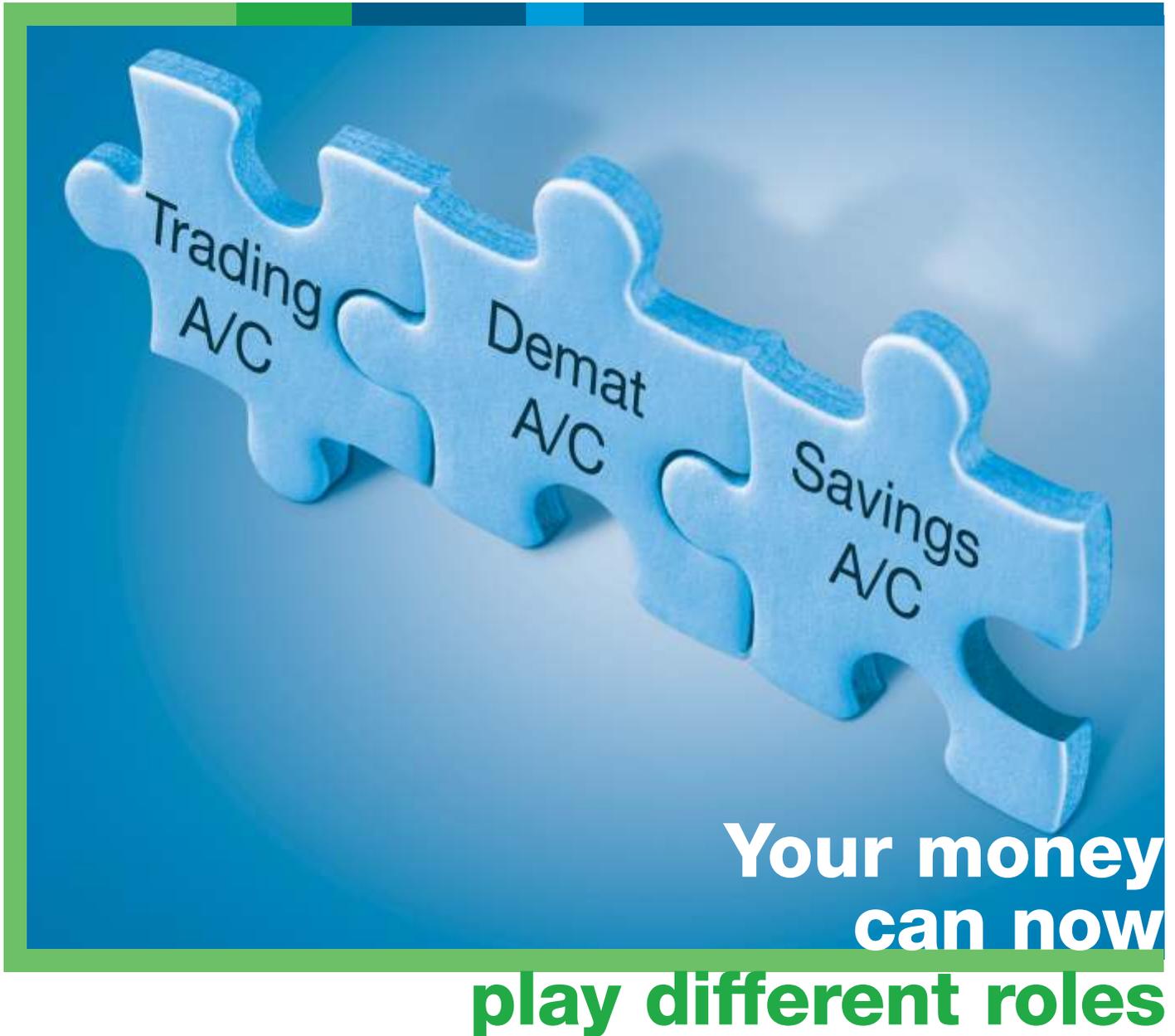


3-in-1 account*



Part B of the Account Opening Form for Resident Individuals

(Additional Terms and Conditions, Rights and Obligations, Risk Disclosure Document, Guidance Note etc)

Standard Chartered

(This document needs to be read along with Part A of the form)

*3-in-1 account refers to Trading Account, Bank Account and Demat Account. Trading Account is being opened by Standard Chartered Securities (India) Limited and Bank Account and Demat Account will be opened by Standard Chartered Bank.

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INDEX OF DOCUMENTS (PART B)

Particulars	Description	Pg. No.
Mandatory Documents as prescribed by SEBI / EXCHANGES / DEPOSITORY (PART - B)		
Rights and Obligations of Stock Broker and Client	Document stating the Rights and Obligations of stock broker/trading member, sub-broker and client for trading on exchanges (including additional rights and obligations in case of internet/wireless technology based trading)	1 - 4
IBT Services	Internet & Wireless Technology Based Trading Facility Provided by Stock Brokers to Client	5
Combined Risk Disclosure Document	Document detailing risks associated with dealing in the securities market	6 - 8
Guidance Note -Do's and Don'ts	Document detailing do's and don'ts for trading on exchange, for the education of the investors	9 - 10
Policies and Procedure	Documents describing significant Policies and Procedure of the Stock Broker	11 - 13
Rights and Obligations of DP-BO	Rights and Obligations of Depository Participant and Client relevant to the Demat account of the client.	14 - 16
Voluntary Documents as provided by Standard Chartered Securities (India) Limited (PART - B)		
Additional Terms and Conditions	Internal Terms and Conditions to be agreed between the Stock Broker and the Client to enable servicing the client	17 - 30

Name of stock broker/trading member/clearing member: Standard Chartered Securities (India) Limited

Registered office address: 2nd Floor, 23-25 M. G. Road, Fort, Mumbai - 400 001. India Telephone No: 022 - 6135 5999 Fax No: 022 - 6135 5900,
Website: www.standardcharteredtrade.co.in

Member, BSE Ltd. Member, National Stock Exchange of India Ltd.

SEBI Single Registration No. : INZ000231932

Research Analyst SEBI-Registration No: INH000000966

Mutual Fund ARN : 0354 PMS Regn. No – PM / INP000003542

CDSL - DPID* : 12015800 | SEBI Regn No: IN-DP-CDSL-59-2000

NSDL - DPID* : IN300360 SEBI Regd. No. : IN-DP-NSDL-10-96

CIN No : U65990MH1994PLC079263

Standard Chartered Securities (India) Limited Compliance officer name, phone no. & email id: [Ankit Parmar](mailto:Ankit.Parmar@sc.com), 022-61355918. Ankit.Parmar@sc.com.

For any grievance / dispute please contact stock broker at the above address or email id- customercare@standardcharteredsecurities.com and Phone no. 1800-209-2550

Managing Director & CEO - Standard Chartered Securities (India) Limited name, phone no. & email id: Mr. Abhinav Trivedi, 022-61355928 ceo_scsi@standardcharteredsecurities.com

In case not satisfied with the response, please contact the concerned exchange(s) at email id: NSE: ignse@nse.co.in, BSE: dis@bseindia.com, Phone no.: NSE: NSE: 18002660058, BSE: 022-22728517

*Bank Account and Demat Account will be opened by Standard Chartered Bank.

For any grievance related to Demat services to please email us at demat.investor.grievance@sc.com and Phone No. 022-62772177

MANDATORY DOCUMENTS

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

1. The client shall invest/trade in those securities/contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Regulations of Exchanges/ Securities and Exchange Board of India (SEBI) and circulars/notices issued there under from time to time.
2. The stock broker, sub-broker and the client shall be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars/notices issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.
3. The client shall satisfy itself of the capacity of the stock broker to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before executing orders through the stock broker.
4. The stock broker shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.
5. The stock broker shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.
6. The sub-broker shall provide necessary assistance and co-operate with the stock broker in all its dealings with the client(s).

CLIENT INFORMATION

7. The client shall furnish all such details in full as are required by the stock broker in "Account Opening Form" with supporting details, made mandatory by stock exchanges/SEBI from time to time.
8. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the stock broker shall be non-mandatory, as per terms & conditions accepted by the client.
9. The client shall immediately notify the stock broker in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the stock broker on a periodic basis.
10. The stock broker and sub-broker shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the stock broker may so disclose information about his client to any person or authority with the express permission of the client.

MARGINS

11. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
12. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

TRANSACTIONS AND SETTLEMENTS

13. The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
14. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange where the trade is executed.
15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or

for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, Bye-laws, circulars and notices of Exchange.

16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).
17. The transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/notices issued thereunder.

BROKERAGE

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

LIQUIDATION AND CLOSE OUT OF POSITION

19. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the client understands that the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
20. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/securities in favor of a Nominee shall be valid discharge by the stock broker against the legal heir.
21. The stock broker shall bring to the notice of the relevant Exchange the information about default in payment/delivery and related aspects by a client. In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of Director(s)/Promoter(s)/Partner(s)/Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

DISPUTE RESOLUTION

22. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.
23. The stock broker shall co-operate in redressing grievances of the client in respect of all transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc.
24. The client and the stock broker shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Regulations of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.
25. The stock broker shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-à-vis the client and he shall be liable to implement the arbitration awards made in such proceedings.
26. The client/stock-broker understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/stock-broker shall be binding on the client/stock-broker in accordance with the letter authorizing the said representative to deal on behalf of the said client/stock-broker.

TERMINATION OF RELATIONSHIP

27. This relationship between the stock broker and the client shall be terminated; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate is cancelled by the Board.
28. The stock broker, sub-broker and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
29. In the event of demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or/withdrawal of recognition of the sub-broker by the stock exchange and/or termination of the agreement with the sub broker by the stock broker, for

any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the 'Rights and Obligations' document(s) governing the stock broker, sub-broker and client shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

ADDITIONAL RIGHTS AND OBLIGATIONS

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

ELECTRONIC CONTRACT NOTES (ECN)

37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.
40. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/regulations/circulars/guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.
41. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.
42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user

name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

LAW AND JURISDICTION

43. In addition to the specific rights set out in this document, the stock broker, sub-broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.
44. The provisions of this document shall always be subject to Government notifications, any rules, regulations, guidelines and circulars/notices issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchanges, where the trade is executed, that may be in force from time to time.
45. The stock broker and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal within the stock exchanges, if either party is not satisfied with the arbitration award.
46. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges/SEBI.
47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules/regulations/notices/circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.
48. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

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INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKERS TO CLIENT

(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)

1. Stock broker is eligible for providing Internet based trading (IBT) and securities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The stock broker shall comply with all requirements applicable to internet based trading/securities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.
2. The client is desirous of investing/trading in securities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology. The Stock broker shall provide the Stock broker's IBT Service to the Client, and the Client shall avail of the Stock broker's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Stock broker's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
3. The stock broker shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/internet/smart order routing or any other technology should be brought to the notice of the client by the stock broker.
4. The stock broker shall make the client aware that the Stock Broker's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Stock broker's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/securities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the stock broker
6. The Client shall immediately notify the Stock broker in writing if he forgets his password, discovers security flaw in Stock Broker's IBT System, discovers/suspects discrepancies/ unauthorized access through his username/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/securities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/password in any manner whatsoever.
8. The stock broker shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the stock broker shall send the order/trade confirmation on the device of the client.
9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Stock broker and the Exchange do not make any representation or warranty that the Stock broker's IBT Service will be available to the Client at all times without any interruption.
10. The Client shall not have any claim against the Exchange or the Stock broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock broker's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Stock brokers/Exchange end for any reason beyond the control of the stock broker/Exchanges.

COMBINED RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET/
CASH SEGMENT, DERIVATIVES SEGMENT AND CURRENCY
DERIVATIVES SEGMENT*

(TO BE GIVEN BY THE BROKER TO THE CLIENT)

This document contains important information on trading in Equities/Derivatives Segments of the stock exchanges. All prospective constituents should read this document before trading in Equities/Derivatives Segments of the Exchanges.

Stock exchanges/SEBI does neither singly or jointly and expressly nor impliedly guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure document nor have Stock exchanges /SEBI endorsed or passed any merits of participating in the trading segments. This brief statement does not disclose all the risks and other significant aspects of trading.

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

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

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

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

in such trading. If you are unsure, you must seek professional advice on the same.

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

1. BASIC RISKS:

1.1 Risk of Higher Volatility:

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

1.2 Risk of Lower Liquidity:

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

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

1.3 Risk of Wider Spreads:

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

1.4 Risk-reducing orders:

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

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

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

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

1.5 Risk of News Announcements:

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

1.6 Risk of Rumors:

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

1.7 System Risk:

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

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

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

1.8 System/Network Congestion:

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

2. As far as Derivatives segments are concerned, please note and get yourself acquainted with the following additional features:-

2.1 Effect of “Leverage” or “Gearing”:

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

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

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

B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this

case, you will be liable for any losses incurred due to such close-outs.

- C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

2.2 Currency specific risks:

- 1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.
- 2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.
- 3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

2.3 Risk of Option holders:

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

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

2.4 Risks of Option Writers:

- 1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
- 2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.
- 3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

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

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

4. GENERAL

- 4.1 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a stock broker for the purpose of acquiring and/or selling of securities / derivatives contracts through the mechanism provided by the Exchanges.
- 4.2 The term 'stock broker' shall mean and include a stock broker, a broker or a stock broker, who has been admitted as such by the Exchanges and who holds a registration certificate from SEBI.

BEFORE YOU BEGIN TO TRADE

1. Ensure that you deal with and through only SEBI registered intermediaries. You may check their SEBI registration certificate number from the list available on the Stock exchanges www.nseindia.com, www.bseindia.com and www.mcx-sx.com and SEBI website www.sebi.gov.in.
2. Ensure that you fill the KYC form completely and strike off the blank fields in the KYC form.
3. Ensure that you have read all the mandatory documents viz. Rights and Obligations, Risk Disclosure Document, Policy and Procedure document of the stock broker.
4. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the stock broker. Note that the clauses as agreed between you and the stock broker cannot be changed without your consent.
5. Get a clear idea about all brokerage, commissions, fees and other charges levied by the broker on you for trading and the relevant provisions/guidelines specified by SEBI/Stock exchanges.
6. Obtain a copy of all the documents executed by you from the stock broker free of charge.
7. In case you wish to execute Power of Attorney (POA) in favour of the Stock broker, authorizing it to operate your bank and demat account, please refer to the guidelines issued by SEBI/Exchanges in this regard.

TRANSACTIONS AND SETTLEMENTS

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
 - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
 - b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
 - c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
 - d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.
14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.

15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges gives a public notice inviting claims relating to only the “transactions executed on the trading system” of Stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock exchanges within the stipulated period and with the supporting documents.
17. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock broker’s insolvency or bankruptcy and the extent to which you may recover such money and/or securities may be governed by the Bye-laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors’ Protection Fund in force from time to time.

DISPUTES/COMPLAINTS

18. Please note that the details of the arbitration proceedings, penal action against the brokers and investor complaints against the stock brokers are displayed on the website of the relevant Stock exchange.
19. In case your issue/problem/grievance is not being sorted out by concerned stock broker/sub-broker then you may take up the matter with the concerned Stock exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.
20. Note that all the stock broker/sub-brokers have been mandated by SEBI to designate an e-mail ID of the grievance redressal division/compliance officer exclusively for the purpose of registering complaints.

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POLICIES AND PROCEDURE

Standard Chartered Securities (India) Limited (herein after referred to as the "Company"/"the stock broker"/"SCSI") has adopted the following policies and procedures. The client is requested to read and understand the policies before trading through the Company. The Company reserves right to amend/modify any of the policies/procedures mentioned below from time to time depending upon regulatory, market, external conditions and our internal risk management framework. Any changes shall be intimated to the client as per applicable laws, rules and regulations in writing.

1. **Refusal of orders / restrictions on trading in penny stocks and illiquid stocks:**

Generally the Company draws a list of "Penny, Illiquid and Caution stocks" on a periodic basis and alerts the customers to desist trading in any penny stocks considering the risk associated with such stocks.

The Company based on the regulatory directives and guidelines of SEBI & Exchanges, rules, circulars considering the market circumstances and risk policies at its sole discretion may impose certain restriction and/or conditions from time to time. These conditions/restrictions include but are not limited to the conditions mentioned below and shall restrict wholly or partly for trading in certain security (ies) or category of security (ies)/contracts viz. –

- I. Shares trading below a certain price,
- II. "Z", "T", "TS", & "S" groups as categorized by The Bombay Stock Exchange Limited,
- III. Stock Exchange's list of "Illiquid stocks" which is disseminated to the intermediaries on a periodic basis,
- IV. Stocks which are under SEBI / Stock Exchange's scanner for price, abnormal volumes or basis internal surveillance and risk containment measures,
- V. Writing of options, illiquid options, far month options/long dated options,
- VI. Any other Stocks/contracts which as per the perception of the Company are volatile or subject to market manipulation or has concentration risk at client/Company level, Customers may note that SCSI reserves the right to reject the orders placed by the customers and / or put circuit breakers to discourage trades getting executed at unrealistic prices from the current market price.

The customers can view the information on Company's website in Customer Report Section. Alternatively the client can also get in touch with their Relationship manager/ National Call Centre/Sub broker/Dealing branch Office. Further basis internal surveillance and/or regulatory enquiries, written explanations may be sought from the customers explaining reasons of trades in a particular stock.

2. **Setting up of client's Exposure Limits:**

Exposure limits for the customers will be set for each segment, product and client combination as per the prevailing Risk Management Policies. Exposure limits will be assigned considering customers collaterals with the Company. Collaterals can be in form of Cash, Shares, Fixed Deposit Reserves, Mutual Funds units, Bank Guarantees, etc as prescribed by regulations. List of approved securities along with applicable haircut is subject to revision from time

to time based on Exchange approved list, market volatility, quality of securities and internal risk policies. The Company reserves the right to accept /reject a particular form of collateral from a specific client considering its assessment of client risk profile.

SCSI may from time to time at its sole discretion, impose and vary the limits on the orders that client can place through it (including but not limited to exposure limits, turnover limits, limits as to number, value and/kind of securities/ contracts in respect of which buy or sell orders can be placed). SCSI may need to vary or reduce the limits or impose new limits on the basis of its risk perception and other factors considered relevant and that SCSI will make all necessary attempts to inform customers of such changes.

3. **Applicable Brokerage Rates:**

As stipulated by SEBI, the maximum brokerage that can be charged is 2.5% of the trade value. This maximum brokerage is inclusive of the brokerage charged by the sub-broker (sub-brokerage cannot exceed 1.5% of the trade value). The company reserves the right to change the pricing (brokerage and other levies) from time to time. In case of any upward revision in brokerage charges, change needs to be preceded by a notice of 15 days.

4. **Imposition of penalty/delayed payment charges by either party, specifying the rate and the period:**

Delayed payment charges- The client is required to pay the entire amount due to the Company on due date. The amount due to the stock broker shall include all types of margin and pay-in obligation. In case if the client does not make payment by due date he would be levied a penal interest @ 24% p.a. on the amount remaining outstanding/ or sell the securities lying with the stock broker.

Clients are further required to make payment of margin towards their Derivatives segment exposure. While, SCSI accepts approved securities as margin, it is not the beneficial owner of these securities and hence it is unable to pledge the same onwards to the exchange as margin and has to arrange for own funds/securities for payment of margin to the exchange for positions taken by the clients. Clients are requested to make payment of margin in the form of funds to avoid charging of interest in F&O segment. Accordingly, whenever clients provide margin in the form of securities (or there is shortfall in payment of margins in the form of securities instead of margin in the form of funds towards exposure in F&O), SCSI reserves the right to charge interest on the debit balance lying in F&O segment.

Margins provided by the client in the form of funds shall be interest free and the SCSI shall not be liable to pay any interest on the same.

5. **The right to sell customers' securities or close existing position of a client, without giving notice to the client, on account of non-payment of client's dues.**

This policy is applicable for overdue and/ or shortage in payment not made by the client whether arising out of margin shortfall or on account of payin obligations Margins of the client will be monitored intra day during the market hours.

The position or collaterals of the client may be liquidated, at the discretion of the Company, in case of any shortfall of margin and/or obligation due without any notice to the client. This would include the right in favour of the Company to recover margin shortfall and/or obligation due from the customer's bank and/or depository accounts pertaining to which POA is executed in favour of the Company. Company on best effort basis will try and inform the client and give him reasonable time for payment. The client is requested to keep a track of their margin positions and ensure that appropriate margins are placed with the Company at all points of time to avoid any forceful square up. The Company, at its discretion may in addition or on a standalone basis levy delayed payment charges and/or additional penalties.

In case the payment of margin / security is made by the client through a bank instrument, SCSI shall be at liberty to give the benefit / credit for the same only on realization of the fund from the said bank instrument etc., at its absolute discretion. Where the margin/security is made available by way of securities SCSI is empowered to decline its acceptance as margin / security and / or to accept it at such reduced value as the stock broker may deem fit by applying haircut as prescribed by the exchange or higher or by valuing it by marking it to market or by any other method as it may deem fit in its absolute discretion.

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

6. Shortages in obligations arising out of Internal netting of trades or Short Delivery from Exchange:

If Buyer and Seller are both from SCSI and seller fails to deliver the shares by settlement pay – in deadline then SCSI has to handle internal shortage. Internal shortages are identified and purchased from the open market in designated trading account on T + 2 day / Settlement day.

Seller Shortages -

- I. Provisional debit to client ledger on settlement day will be margined at 120% of last closing price.
- II. The provisional debit amount will be reversed as per auction settlement calendar and the actual purchase rate will be debited to the client's ledger with additional 1% penal brokerage and other taxes.
- III. The difference between original rate and market purchase rate would be recovered from the seller.
- IV. During purchase, If the scrip is in upper circuit on settlement day, the rate debited is calculated as highest price between trade day to auction day or closing price on auction day plus 20 %, whichever is higher.
- V. In case of no liquidity in market, internal shortage will be closed at a mark up of 5% to 10%, wherein the difference will be recovered from the seller and paid to the buyer. The criteria for applying 5 % to 10% mark-up will be based on

value of shortage, customers standing etc.

Buyer Shortages –

- I. The buyer in that case would receive shares on T+ 4 . In case of internal shortage, if record date falls between T+2 to T+4, corporate actions will be adjusted before making payouts to customers.
- II. In case an SCSI client is a buyer who was allocated shortage and the shortage results in closeout, buyer will be credited with funds at the closeout rate in his ledger instead of shares in demat account.

Further, In case a customer sells obligation stocks (unsettled stocks) and there is a short delivery (either Internal or from Exchange) due to which the pay-in of securities cannot be honoured, all resulting charges will be borne by the customer.

7. Conditions under which a client may not be allowed to take further position:

The Company reserves the right to disallow a client to take further positions, including but not restricted to the following situations:

- I. Non payment of dues as outlined in point 4 above,
- II. Where the client is not maintaining sufficient margins, as per the conditions specified in the “setting up of Client's Exposure limit” section or customers failure to top-up additional margins,
- III. Dishonoring cheque /not meeting sale obligation by delivering shares in time by the client,
- IV. Volumes in excess of an internal threshold in a particular scrip/contract, scrips/contracts moved in BAN list (due to breach of exchange limit defined for market wide position limit / trading member wide position limit / client wide limit in F&O segment, etc.),
- V. If the client appears in the notification received in the list of banned entities issued by any regulatory authority,
- VI. Under regulatory guidelines, rules or other directives where the restrictions placed on certain client, stocks, positions etc,
- VII. In case the client has any dispute, pending civil, criminal actions, proceedings and enquiries against him/her or if the same is initiated or any other reasons leading to raising non-confidence in client,
- VIII. In case the client is found or suspected to be engaged in market manipulation activities directly Or indirectly,
- IX. In case orders are placed beyond a certain threshold
- X. Under any other circumstances as the Company feels just and proper on a case basis.
- XI. Notice to the client.
- XII. In case the scrip or member limits are breached or likely to be breached in the Derivatives Market Segment

8. Penal charges that may be debited to the Client's account:

SCSI reserves the right to debit client's ledger for any penal charges that may be charged by the Exchanges / depositories on SCSI on the client level for any de fault / violation of E x change guideline s / requirements occurring due to omission or commission of any act on the part of the client. This may include penalty for:

- I. Short delivery of securities
- II. Violation of client level position limits
- III. Shortfall in Margin payment
- IV. Client code modification

9. **Temporarily suspension or closing a client's account at the client's request:**

I. Temporary suspension:

- A. If the client is found to be KYC non-compliant.
- B. Action taken in accordance with an order issued by any regulatory authority against the client.
- C. If the Client initiates any arbitration and/or litigation against/by the Company.
- D. Failure to meet the pay-in obligations. Here the account would be temporarily suspended till the receipt of such obligations.
- E. If the client has been found to have indulged in alleged Market or price manipulation.

Prior intimation shall be given to customers in case of scenario A above.

Post facto intimation shall be given to customers in respect of scenarios B, C, E

No intimation shall be given to the customers in respect of scenario no. D.

Please note that this intimation may be given by way of an email for customers having registered email id.

Please note that the above scenarios are not exhaustive and the company reserves the rights to take action apart from the above, as it may deem fit.

II. Closure of client account:

- A. Upon violation/Termination of agreement (pre intimation notice to be served to customers)
- B. Upon closure request received from client
- C. In the event of death/ insolvency of the Client, subject to relevant documentation provided by the Claimant / client.
- D. In case of non-individual customers, closure of business of the Client, subject to relevant documentation provided by the client.

- Post facto intimation shall be given to customers in respect of the aforementioned scenarios.

In case of closure of client's accounts as above, client shall be informed in writing about such action by the Company Please note that this intimation may be given by way of an email for customers having registered email id.

Please note that the above scenarios are not exhaustive and the company reserves the rights to take action apart from the above, as it may deem fit.

10. **Deregistering a client:**

The client shall be deregistered in the following instances:

- I. If the client is found to be KYC non-compliant.
- II. In accordance with the Company AML policy/regulatory guidelines specified from time to time.
- III. In case of customers referred by the Franchisee, their accounts would be deregistered in case of closure of franchisee.
- IV. Upon non-payment of dues by the client as per internal policies.
- V. Upon violation/Termination of agreement.
- VI. As action taken in accordance with an order issued by any statutory/regulatory authority against the client.
- VII. Upon closure of business of the Company.
Prior intimation shall be given to customers in case of scenarios III, IV, V and VII above.

Post facto intimation shall be given to customers in respect of scenarios II, VI.

Intimation has been given to the customers in respect of scenario I under policy 9 (I).

Please note that this intimation may be given by way of an email for customers having registered email id.

Please note that the above scenarios are not exhaustive and the company reserves the rights to take action apart from the above, as it may deem fit.

11. **Inactive accounts:**

This policy depicts the scenarios/reasons when the account of the client is deactivated and maybe subsequently reactivated. This policy is applicable to all customers of Retail segment.

The Company temporarily deactivates the accounts of the customers in the following instances, in addition to the scenarios mentioned under the 'Policy on Temporary Suspension':

- I. Misplaced/Lost password - The account is deactivated if customer requests for the same citing security issues.

II. Dormancy –

The client account is flagged as "Inactive" where no trades have been carried out since last 1 year across all Exchanges including IPO/Mutual Fund subscription through the Company. Clients coming for trading after a period of 1 year of being flagged as inactive. "shall be required to undertake the fresh documentation, due diligence and In-Person Verification"

If client seeks re-activation before a period of 1 year after being flagged as inactive, then for reactivation client's basic details like Address, Mobile number, Email ID, Bank/DP account are required to be updated with the Company.

Reactivation - These Accounts are reactivated subject to necessary due diligence and confirmation undertaken by the company as it may deem fit.

For Dormant A/cs, Funds & Securities would be flushed out as part of quarterly/monthly settlement.

Please note that the above scenarios are not exhaustive and the company reserves the rights to take action apart from the above, as it may deem fit.

12. **On use of POA**

We have observed that the Clients of SCSI do not use their bank accounts exclusively for their securities trading purposes. They use it for their other transactions also (repayment of loan and EMIs etc.). Therefore SCSI does not consider funds lying in the said bank account for margin purpose even in case where clients provide Power of Attorney (PoA) to operate such bank accounts as per the terms of the PoA. Clients are, therefore, required to transfer funds themselves to their respective accounts or to instruct SCSI specifically to transfer funds. SCSI uses the power as vested in it vide such PoA only to transfer funds under the instruction of its clients or in case such clients fails to discharge their obligations and clear their outstanding dues / liabilities

SCSI reserves the right to recover all charges in relation to trade from the client and that, such dues can be recovered by selling client's securities.

RIGHTS AND OBLIGATIONS OF BENEFICIAL OWNER AND DEPOSITORY PARTICIPANT AS PRESCRIBED BY SEBI AND DEPOSITORIES

General Clause

1. The Beneficial Owner and the Depository participant (DP) shall be bound by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996, Rules and Regulations of Securities and Exchange Board of India (SEBI), Circulars/Notifications/Guidelines issued there under, Bye Laws and Business Rules/Operating Instructions issued by the Depositories and relevant notifications of Government Authorities as may be in force from time to time.
2. The DP shall open/activate demat account of a beneficial owner in the depository system only after receipt of complete Account opening form, KYC and supporting documents as specified by SEBI from time to time.

Beneficial Owner information

3. The DP shall maintain all the details of the beneficial owner(s) as mentioned in the account opening form, supporting documents submitted by them and/or any other information pertaining to the beneficial owner confidentially and shall not disclose the same to any person except as required by any statutory, legal or regulatory authority in this regard.
4. The Beneficial Owner shall immediately notify the DP in writing, if there is any change in details provided in the account opening form as submitted to the DP at the time of opening the demat account or furnished to the DP from time to time.

Fees/Charges/Tariff

5. The Beneficial Owner shall pay such charges to the DP for the purpose of holding and transfer of securities in dematerialized form and for availing depository services as may be agreed to from time to time between the DP and the Beneficial Owner as set out in the Tariff Sheet provided by the DP. It may be informed to the Beneficial Owner that "no charges are payable for opening of demat accounts"
6. In case of Basic Services Demat Accounts, the DP shall adhere to the charge structure as laid down under the relevant SEBI and/or Depository circulars/directions/notifications issued from time to time.
7. The DP shall not increase any charges/tariff agreed upon unless it has given a notice in writing of not less than thirty days to the Beneficial Owner regarding the same.

Dematerialization

8. The Beneficial Owner shall have the right to get the securities, which have been admitted on the Depositories, dematerialized in the form and manner laid down under the Bye Laws, Business Rules and Operating Instructions of the depositories.

Separate Accounts

9. The DP shall open separate accounts in the name of each of the beneficial owners and securities of each beneficial owner shall be segregated and shall not be mixed up with the securities of other beneficial owners and/or DP's own securities held in dematerialized form.
10. The DP shall not facilitate the Beneficial Owner to create or permit any pledge and /or hypothecation or any other interest or encumbrance over all or any of such securities submitted for dematerialization and/or held in demat account except in the form and manner prescribed in the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996 and Bye-Laws/Operating Instructions/Business Rules of the Depositories.

Transfer of Securities

11. The DP shall effect transfer to and from the demat accounts of the Beneficial Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Beneficial Owner and the DP shall maintain the original documents and the audit trail of such authorizations.
12. The Beneficial Owner reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions.

Statement of account

13. The DP shall provide statements of accounts to the beneficial owner in such form and manner and at such time as agreed with the Beneficial Owner and as specified by SEBI/depository in this regard.

14. However, if there is no transaction in the demat account, or if the balance has become Nil during the year, the DP shall send one physical statement of holding annually to such Bos and shall resume sending the transaction statement as and when there is a transaction in the account.
15. The DP may provide the services of issuing the statement of demat accounts in an electronic mode if the Beneficial Owner so desires. The DP will furnish to the Beneficial Owner the statement of demat accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the DP does not have the facility of providing the statement of demat account in the electronic mode, then the Participant shall be obliged to forward the statement of demat accounts in physical form.
16. In case of Basic Services Demat Accounts, the DP shall send the transaction statements as mandated by SEBI and/or Depository from time to time.

Manner of Closure of Demat account

17. The DP shall have the right to close the demat account of the Beneficial Owner, for any reasons whatsoever, provided the DP has given a notice in writing of not less than thirty days to the Beneficial Owner as well as to the Depository. Similarly, the Beneficial Owner shall have the right to close his/her demat account held with the DP provided no charges are payable by him/her to the DP. In such an event, the Beneficial Owner shall specify whether the balances in their demat account should be transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.
18. Based on the instructions of the Beneficial Owner, the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of thirty days as per procedure specified from time to time by the depository. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the Beneficial Owner or the DP and shall continue to bind the parties to their satisfactory completion.

Default in payment of charges

19. In event of Beneficial Owner committing a default in the payment of any amount provided in Clause 5 & 6 within a period of thirty days from the date of demand, without prejudice to the right of the DP to close the demat account of the Beneficial Owner, the DP may charge interest at a rate as specified by the Depository from time to time for the period of such default.
20. In case the Beneficial Owner has failed to make the payment of any of the amounts as provided in Clause 5&6 specified above, the DP after giving two days notice to the Beneficial Owner shall have the right to stop processing of instructions of the Beneficial Owner till such time he makes the payment along with interest, if any.

Liability of the Depository

21. As per Section 16 of Depositories Act, 1996,
 1. Without prejudice to the provisions of any other law for the time being in force, any loss caused to the beneficial owner due to the negligence of the depository or the participant, the depository shall indemnify such beneficial owner.
 2. Where the loss due to the negligence of the participant under Clause (1) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

Freezing/ Defreezing of accounts

22. The Beneficial Owner may exercise the right to freeze/defreeze his/her demat account maintained with the DP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions.
23. The DP or the Depository shall have the right to freeze/defreeze the accounts of the Beneficial Owners on receipt of instructions received from any regulator or court or any statutory authority.

Redressal of Investor grievance

24. The DP shall redress all grievances of the Beneficial Owner against the DP within a period of thirty days from the date of receipt of the complaint.

Authorized representative

25. If the Beneficial Owner is a body corporate or a legal entity, it shall, along with the account opening form, furnish to the DP, a list of officials authorized by it, who shall represent and interact on its behalf with the Participant. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

Law and Jurisdiction

26. In addition to the specific rights set out in this document, the DP and the Beneficial owner shall be entitled to exercise any other rights which the DP or the Beneficial Owner may have under the Rules, Bye Laws and Regulations of the respective Depository in which the demat account is opened and circulars/notices issued there under or Rules and Regulations of SEBI.
27. The provisions of this document shall always be subject to Government notification, any rules, regulations, guidelines and circulars/

notices issued by SEBI and Rules, Regulations and Bye-laws of the relevant Depository, where the Beneficial Owner maintains his/her account, that may be in force from time to time.

28. The Beneficial Owner and the DP shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of the depository and that such procedure shall be applicable to any disputes between the DP and the Beneficial Owner.
29. Words and expressions which are used in this document but which are not defined herein shall unless the context otherwise requires, have the same meanings as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued there under by the depository and /or SEBI
30. Any changes in the rights and obligations which are specified by SEBI/Depositories shall also be brought to the notice of the clients at once.
31. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Depository, where the Beneficial Owner maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

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VOLUNTARY DOCUMENTS

ADDITIONAL DISCLOSURE, TERMS AND CONDITIONS

These additional clauses (hereinafter referred to as 'Document') shall be in conjunction with "Right and Obligations" as prescribed by SECURITIES EXCHANGE BOARD OF INDIA (SEBI) ("Mandatory Rights and Obligations") and at the discretion of the Client to agree upon and confirm.

The said document contains important information regarding the terms and conditions which apply to your account maintained with STANDARD CHARTERED SECURITIES (INDIA) LIMITED (hereinafter called "the stock broker") a registered stock broker with BSE Limited and National Stock Exchange of India Limited (SEBI Single Registration No. : INZ000231932).

DEFINITIONS & INTERPRETATION

In these provisions, unless repugnant to the context or meaning thereof,

(i) words and expressions defined in Annexure - I shall have the meaning assigned thereto in Annexure – I; and (ii) The principles of interpretation set out in Annexure – I shall apply to these provisions.

1. PROVISION AND AVAILMENT OF OTHER SERVICES

- (i) In addition to the stock broker providing to the client, broking services as set out above, the stock broker may offer to the client various other Services from time to time.
- (ii) The client understands that the terms and conditions (T & C) governing a specific Service will be binding on the client only if such Service is made available to the client and the client avails of that particular Service. The T & C relating to such Services may be additionally stipulated by stock broker. These T & C may be contained on the stock broker's Web Site and in brochures circulated in writing from time to time. It shall be the responsibility of the client to make himself aware of all such T & C. If the client avails of any such Services, the client shall be deemed to have accepted the applicable T & C relating to such Service.
- (iii) The client is aware and agrees that the mere execution and/or acceptance of these services by the stock broker does not oblige the stock broker to open a client Account.
- (iv) The client confirms that the client has signed the risk disclosure documents and understands the trading and risks involved in the purchasing, selling and trading in the Securities (including entering into various derivative contracts), whether such risks are contained in the risk disclosure document or not, and the client is fully responsible for the client's dealings in the Securities.
- (v) The client confirms that the client has read and understood, and agrees that the client shall from time to time regularly continue to read and understand, the Exchanges Provisions and notifications, information, terms and conditions on the stock broker's Web Site.
- (vi) The client agrees to immediately furnish information to the stock broker in writing, if any garnishee order has been served upon him or in respect of his obligations by a bank or any other person.
- (vii) The Client confirms that, the stock broker may in exceptional circumstances, prohibit or restrict the client's access to the use of its website or services, and the client's ability to trade, without prior notice and without assigning any reason whatsoever, in this regard.

- (viii) The client agrees and declares that, the failure of a stock broker to explain the risk to the client shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades including trades in derivatives.
- (ix) The stock broker may use the money / securities deposited by the client with the stock broker for other purposes specified by the client.

2. ASSOCIATED BANK ACCOUNTS AND ASSOCIATED DEPOSITORY ACCOUNTS

- (i) At all times during the subsistence of these provisions and thereafter until all obligations of the client to the stock broker have been fulfilled, the client shall maintain one or more Associated Bank Accounts and one or more Associated Depository Accounts for the purpose of facilitating the trading and settlement of the client's transactions pursuant to these provisions.
- (ii) The client shall at all times be the sole holder or one of the joint holders of each Associated Account. Provided that where an Associated Account is a joint account, the stock broker shall have the right to require that the client should be the first joint account holder.
- (iii) Forthwith upon the execution of these services the client shall deliver to the Designated Bank and/ or to the stock broker, a powers of attorney and instructions in the stock broker's prescribed format executed by the client and all other joint holders (if any) of the Associated Accounts, inter alia, designating such accounts as Associated Accounts for the purposes of trading with the Stock broker, stating full details of the Associated Accounts, confirming and agreeing to the matters stated therein and authorising the stock broker and / or the Designated Bank to operate the Associated Accounts for enabling the rendering of Services and for other purposes as more particularly stated in such powers of attorney. It is hereby clarified, that the grant of such power of attorney shall not prejudice the right of the client to operate the Associates Accounts, subject to the instructions, if any, contained in the power of attorney.
- (iv) In case of the death, disability, dissolution, winding up or liquidation of any donor of any of the powers of attorney, the client (or in case of the client's demise, disability, etc., the clients legal representatives) shall forthwith inform the stock broker and the Designated Bank of the same in writing.
- (v) If the stock broker so requires, the client, the joint holders and their respective heirs, executors, administrators or legal representatives shall be obliged to from time to time execute fresh powers of attorney and instructions in the format prescribed by the stock broker.
- (vi) The client may, with the prior written consent of the stock broker, change or substitute an Associated Account from time to time. In such event the client and the other joint holders, if any, of such new Associated Account shall execute fresh powers of attorney and instructions in the format prescribed by the stock broker reflecting therein the change in the Associated Account, and the provisions of

these services relating to Associated Accounts shall apply also to such new Associated Accounts.

3. USER NAME AND PASSWORD:

- (i) The client will be entitled to a User Name, Password, Customer User Identification Number, Telephone Personal Identification Number (T-PIN) or other identification or security code (by whatever name called) which will enable him to access the stock broker's System or Service through the stock broker's Web Site, over the telephone or in such other manner as may be permitted by the stock broker for availing of the Service.
- (ii) The client is aware that the stock broker's System randomly generates the Initial Password and the client shall change the same forthwith upon receipt thereof.
- (iii) 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 or the telephone including the risk of misuse and unauthorised use of his Username, Password, Customer User Identification Number and/or T-PIN by a third party and the risk of a person hacking into the client's account on the stock broker's System and unauthorisedly routing orders on behalf of the client through the System. The client accepts full responsibility for the monitoring and safeguarding of the client's Accounts and agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password, Username, Customer User Identification Number and/or T-PIN, and also for any and all acts done by any person through the stock broker's System on the client's Username in any manner whatsoever. The client is aware that the stock broker is agreeable to offer the facility of transmitting orders and instructions over the internet and telephone only if the stock broker is not required to bear, and only if the client agrees to bear, the risk, responsibility and liability of such misuse or unauthorised use. The client is also aware that he has the option of not availing such facility / service. However, being fully aware of all risks, the client desires the convenience of such facility of transmitting orders and instructions over the internet and telephone and has therefore opted for such facility of his own free choice and is willing and agreeable to bear all associated risks, responsibility and liability.
- (iv) The client shall be responsible for keeping the Username, Customer User Identification Number, T-PIN and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the stock broker's System using the client's Username, Password, Customer User Identification Number and/or T-PIN, whether or not such person was authorised to do so. The client shall ensure that he is the only authorised user of the Username, Password, Customer User Identification Number and T-PIN. The stock broker shall be entitled to presume that any order or instructions entered or communicated using the client's Username, Password, Customer User Identification Number and / or T-PIN is the client's own order or instruction or that of the client's duly authorised representative. The client will be fully responsible and liable for, and will pay or reimburse to the stock broker on demand, all costs, charges, damages and expenses incurred by the stock broker as a consequence of access and / or use of the client's Account, stock broker's System or Service by any third party using the client's Username, Password, Customer User Identification Number and/or T-PIN.

- (v) The client shall immediately inform the stock broker of any unauthorised use of the client's Username, Password, Customer User Identification Number and/or T-PIN, with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc. Notwithstanding the aforesaid, the client shall be responsible and liable for such unauthorised use.
- (vi) The client shall log off from the ITORS Service at any time the client is not accessing or using the ITORS Service and any liability incurred to the client as a consequence of the client not logging off the Service shall be borne solely by the client.
- (vii) Without prejudice to the provisions of the aforesaid clause, the client shall immediately notify the stock broker in writing with full details if : (a) he discovers or suspects unauthorised access through his Username, Password, Customer User Identification Number, T-PIN or account, (b) he notices discrepancies that might be attributable to unauthorised access, (c) he forgets his password, (d) he discovers a security flaw in the stock broker's System, or (e) he does not, on the same day as the receipt or execution of an order by the stock broker; receive a message from the stock broker indicating that the order has been received or executed; he does not receive an accurate written confirmation of an execution; or receives confirmation of an order and / or execution which he did not place; or receives inaccurate information in client's Account balances, Securities positions or transaction history.
- (viii) In any of the above events specified in clause 3(vii), the client shall immediately change his Password and T-PIN. However, if the client is unable to change his Password or T-PIN by reason of his having forgotten his Password or T-PIN or his Password or T-PIN having been unauthorisedly changed by some other person or for any other reason then the client shall immediately request the stock broker in writing to discontinue his old Password and T-PIN; and thereupon the stock broker shall cause the stock broker's System to discontinue the use of the client's old Password and T-PIN and the stock broker's System shall generate a new Password and T-PIN 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 or T-PIN and the client shall be liable and responsible for the same.
- (ix) The client agrees that orders, instructions and other communications given or made over the telephone, may be routed through the stock broker's Interactive Voice Response or other telephone system and may be recorded by the stock broker. The client also agrees that such recording and the stock broker's records of any orders, instructions and communications given or made by the client or the stock broker by electronic mail, fax or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same.
- (x) The client agrees to provide information relating to Customer User Identification Number, T-PIN and such other information as may be required while placing orders on the telephone to determine the identity of the client.
- (xi) The use and storage of any information including, without limitation, the Password, portfolio information, transaction activity, account balances and any other information or

orders on the client's personal computer is at the client's own risk and is the client's sole responsibility.

- (xii) Further, at such time and within such period as the stock broker may require, the client shall obtain and maintain during the term of these services, digital signatures from such service providers as may be required by the stock broker, which would aid and assist the client to authenticate all or any electronic transactions made through the stock broker's Web Site. The client shall be responsible for keeping the said digital signature confidential and secure and shall be solely responsible for all orders and transaction that are entered and executed using the digital signature whether or not such person was authorised to do so. In the event of an apprehension of unauthorized access, the client shall immediately cause the digital signature to be changed.

4. ORDER ROUTING AND EXECUTION

- (i) The client shall transmit his orders to the stock broker only in the following manner: (i) through the internet over the stock broker's Web-Site; (ii) over the telephone or (iii) devices that make use of wireless technologies; or (iv) in such other manner (if any) as the stock broker may permit (including over any kiosks that the stock broker may install for this purpose).
- (ii) As a precondition for execution of a purchase, subscription or other order which involves payment of the client's funds, the stock broker may in its sole discretion: (a) Require the client to maintain, at the time of order placement by the client, an Available Funds Balance in the client's account with the stock broker and/or in the Associated Bank Account(s) for the full value and or margin of the order plus any Brokerage, Goods and Service Tax (GST), transaction charges, associated costs and such mark-up as the stock broker may determine; and/or (b) Require the client to instruct the Designated Bank to block the whole or a portion of the balance in one or more Associated Accounts in order to secure the payment of the purchase price of Securities purchased or to be purchased by the client or other amount payable by the client on execution of the order, the other amounts mentioned in (i) above and/or the payment or performance of any other than current or possible future dues or other obligations of the client; and/or (c) Require the amount of margin prescribed by the stock broker to be available with the stock broker;
- (iii) As a precondition for execution of a sale or redemption order or other order involving the delivery of any Securities or instrument by the client, the stock broker may in its sole discretion: (a) Require the client, at the time of order placement by the client to maintain an Available Stock Balance in the Associated Depository Account(s) and / or in the stock broker's own depository account or place the relevant Securities or instrument in the stock broker's custody and control in such manner as the stock broker may prescribe, and also maintain funds required for margin, if any, determined by the stock broker in the client's account with the stock broker and/or in the Associated Bank Account(s); and/or (b) Require the client to instruct the Designated Bank to block the whole or a portion of the cash and / or Securities balance in one or more Associated Accounts in order to secure the delivery of any Securities sold, redeemed or proposed to be sold or redeemed by the client, the payment of margin and/or the payment or performance of any other than current or possible future dues or other obligations of the client and/or (c) Require the amount of margin prescribed by the stock broker to be available, with the stock broker.

- (iv) Without prejudice to the above, as a precondition for execution of an order for writing an Option Contract or selling an Option Contract so as to create an Open Position, and/or entering into a Futures Contract (a) Require the client to maintain, at the time of order placement by the client, an Available Funds Balance and/or an Available Stock Balance in the Associated Depository Account(s) and / or in the stock broker's own depository account and/or in the client's account with the stock broker and/or in the Associated Bank Account(s) of such amount as the stock broker may specify, plus any Brokerage, Goods and Service Tax (GST), transaction charges, associated costs and such mark-up as the stock broker may determine; and/or (b) Require the client to instruct the Designated Bank to block the whole or a portion of the balance of cash or Securities in one or more Associated Accounts in order to secure the payment of margin and/or the amount payable or Securities deliverable in the event of exercise of the Option Contract and/or performance of the Futures Contract and/or in the event of termination or performance of the lending contract (as the case may be), the other amounts mentioned in (i) above and/or the payment or performance of any other than current or possible future dues or other obligations of the client; and/or (c) Require the amount of margin prescribed by the stock broker to be available, with the stock broker;
- (v) The Client agrees and confirms that, the stock broker shall be, entitled but not obliged, to offset the purchase price of a purchase order / transaction against the proceeds of a sale transaction executed by the client through the stock broker, and vice versa.
- (vi) The Client agrees and confirms that, the stock broker shall be, entitled but not obliged, to offset Securities relating to a purchase order / transaction against Securities of a sale transaction executed by the client through the stock broker, and vice versa.
- (vii) On the day of placement of any order and/or any day thereafter the stock broker, in its discretion, shall be entitled to instruct the Designated Bank to, and pursuant to the aforesaid instructions of the stock broker and / or the powers of attorney mentioned above, the Designated Bank shall be entitled to, inter alia, block, debit and/or transfer the whole or a portion of the balance in or from one or more Associated Accounts in order to secure or effect in favour of the stock broker the payment of the purchase price of Securities purchased or to be purchased by the client, the delivery of any Securities sold or proposed to be sold by the client, the payment of any amount or delivery of any Securities in the event of exercise of an Option Contract and/or the performance of a Futures Contract, which Contract(s) have been entered into on behalf of the client, the payment of any amount or delivery of any Securities for the purpose of any lending or investment or for any purpose in connection with the stock broker's Services and/or the payment or performance of margin and any other than current or possible future dues or other obligations of the client. In addition, the stock broker shall be entitled to at any time give such instructions to the Designated Bank as the stock broker may think fit and proper for securing the stock broker's rights and interests or for the payment or delivery of any amount or Securities which are then or may thereafter become payable or deliverable by the client to the stock broker, and the client agrees that the Designated Bank shall

give effect to such instructions pursuant to the aforesaid powers of attorney or otherwise, and the client shall not do or omit to do anything which may prevent the Designated Bank from acting on the stock broker's instructions.

- (viii) The client acknowledges and confirms that: (a) instructions given by the stock broker to the Designated Bank to block funds or Securities in or to debit or transfer from an Associated Account in connection with a transaction entered into or to be entered into by the client with or through the stock broker will be given first priority over any prior or subsequent other instructions or cheques given or issued by the client or any joint holder by itself or through any other attorney, (b) funds or securities once blocked on the instructions of the client or the stock broker in connection with a transaction entered into or to be entered into by the client with or through the stock broker can be released only with the express written consent of the stock broker to the Designated Bank; and (c) if the client or the stock broker has given any blocking, holding, debit or other instructions in respect of any Securities or money in any Associated Account in connection with a transaction entered into or to be entered into by the client with or through the stock broker and the Designated Bank receives transfer, debit or other instructions in respect of such Securities or money from the client or any other person, then the Designated Bank shall first give effect to the first-mentioned instructions and shall also transfer the concerned Securities and money to the stock broker's account.
- (ix) Without prejudice to the above, the stock broker may at its discretion permit the client to conduct trade in the physical segment on the basis of margins provided by the client, the client shall ensure that the requisite margin is available with the stock broker prior to the conducting of any transactions / trades. The client shall also ensure the deposit of the balance funds / actual Securities deposited well in advance of the pay-in dates and at or before such time as the stock broker may stipulate from time to time.
- (x) The client is aware that in respect of transactions undertaken in a trade for trade segment of the Exchanges, no netting off may be permitted by the Exchanges even if the transactions are undertaken in the same settlement cycle.
- (xi) Unless the stock broker otherwise determines, all orders for purchase, sale or other dealings in Securities and other instructions routed through the stock broker's System via the client's Username shall be deemed to have been given by the client.
- (xii) In the event the order is desired to be executed on an a specific Exchange, then, the client shall, when placing an order, indicate the stock exchange on which he desires that, the order be executed.
- (xiii) The client understands that placing an order with the stock broker, including a market order, does not guarantee execution of the order.
- (xiv) The Client agrees and confirms that, the stock broker shall not be deemed to have received an order unless and until it has actually received the order in the order-receiving module of the stock broker's System. The client shall not be entitled to presume that any order transmitted by the client has been received by the stock broker until the stock broker has confirmed receipt of such order. However, due to technical or other factors, an order which has been received by the stock broker may not be immediately confirmed to the client. Such delay in confirmation shall not entitle the client to presume that the order has not been received by the stock broker and the principle mentioned in the first sentence of this clause shall apply.
- (xv) The client shall be allowed to trade only during Trading Hours. However, the stock broker may agree to receive orders even outside Trading Hours. The stock broker may accumulate orders received outside Trading Hours and execute such orders when the Exchanges next opens for trading.
- (xvi) The Client agrees and confirms that, all orders received by the stock broker through the System may be executed in good faith and shall be valid until separately cancelled in accordance with the provisions of these services.
- (xvii) The client understands and agrees that with respect to a market order or any other order, the client will receive the price at which the client's order is actually executed by the Exchanges's computer system; and such price may be different from the price at which the Security is trading when the client's order is entered into the System or received by the stock broker.
- (xviii) The Client agrees and confirms that, the stock broker may from time to time in its discretion impose and vary limits on the orders and trades which the client can place and enter into through the stock broker's System (including exposure limits, turnover limits, limits as to the number, value and/or kind of Securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.), with or without intimation to the client. This right would also include the right of the stock brokers to deny execution of any trade requested by the client at the discretion of the stock broker. The stock broker may choose not to intimate the client of the limits and any variation thereof. The client is aware and agrees that the stock broker may need to urgently vary the limits or impose new limits or prohibit or restrict the client's ability to place orders or trade in Securities through the stock broker on the basis of the stock broker's risk perception and other factors considered relevant by the stock broker, and the stock broker may not inform the client of the same. The client agrees that the stock broker shall not be responsible or liable for the client's inability to place any order or enter into any transaction on account of any such variation, imposition, restriction or prohibition. Based on its risk perception, the stock broker has the discretion to reject the execution of an order though initially accepted by the stock broker.
- (xix) Wherein the circumstances require, the stock broker shall have the right to refuse to accept the whole or a part of any orders or instructions from the client and/or refuse to execute the whole or a part of any accepted orders or instructions or cancel whole or part of any accepted orders or instructions, without providing any reasons there for, as per the policies of the stock broker, including policy on penny stocks. In particular, the stock broker may refuse to accept or execute the whole or a part of any order or instruction: - (i) based on the stock broker's risk perception; or (ii) in respect of which the client requires regulatory approval, even if the client has sought and obtained the required regulatory approvals.

- (xx) The client shall be responsible for obtaining and complying with all applicable legal and regulatory approvals in respect of the client's orders, instructions and transactions at the client's cost, and the stock broker shall not be liable or responsible for any failure or default in respect thereof.
- (xxi) The Client agrees and confirms that, though orders will generally be routed to the Exchanges's computer systems within a few seconds from the time the order is placed by the client on the stock broker's System, the stock broker shall not be liable for any delay in the execution of any order for any reason whatsoever or for any resultant loss on account of the delay.
- (xxii) The Client agrees and confirms that, 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.
- (xxiii) The stock broker may in its discretion at any time allow or disallow margin trading by the client. For this purpose, without prejudice to the provisions of clause 5 below, the stock broker shall be entitled to from time to time require the client to deposit such amounts and Securities as margin as the stock broker may, in its sole discretion determine. The client shall ensure that the Outstanding Positions of the client do not exceed the limits specified by the stock broker and are squared off within such period as specified by the stock broker. The stock broker shall also be entitled to, at any time, without any notice to the client and without assigning any reason, square off any Outstanding Position of the client arising out of obligation from such trades, in the manner provided in clause 5 (viii) below. In particular, and without prejudice to the above, in the event the Outstanding Positions of the client are not squared off by the client within the period specified by the stock broker then, without prejudice to the other rights of the stock broker (including the right to square off any Outstanding Position(s) of the client), the client shall deliver such funds and Securities to the stock broker as the stock broker may require to enable the stock broker to secure and /or fulfill the Outstanding Positions of the client or the potential exposure therefrom.
- (xxiv) The client alone shall be responsible and liable for all transactions executed by the stock broker under or pursuant to the terms hereof and/or the power(s) of attorney.
- (xxv) Without prejudice to the other provisions , and subject to the Exchanges provisions and applicable law so permitting, all or any Securities purchased by the stock broker on behalf of the client may be held in the name of the stock broker or in the joint names of the stock broker and the client or in the / any Associated Account or in such other approved manner as may be determined by the stock broker.
- (xxvi) The stock broker shall have the right to sell client's securities or close out client's open positions / contracts but it shall not be under any obligation to undertake this exercise compulsorily and therefore shall not be under any obligation to compensate/ or provide reasons for any delay or omission on its part to sell client's securities or close open positions / contracts of the client and client shall be solely responsible for the loss incurred on such liquidation. The "COMPANY" also reserves the right to recover the outstanding dues from the customer's bank and depository accounts having POA in favor of Standard Chartered Securities (India) Limited.

5. TRANSACTIONS AND SETTLEMENTS:

- (i) The Client agrees and confirms that, the client's orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchanges Provisions (wherever applicable). The client shall be responsible for paying and delivering to the stock broker the required funds or Good Delivery Securities within such time as the stock broker may specify for fulfillment of the client's payment and delivery obligations. If the client fails to deliver to the stock broker any Securities that: (a) have been sold by or for the client; or (b) are required to be delivered by or for the client pursuant to the obligations under the terms of any other contract or arrangement; when required by the stock broker, then the stock broker shall be entitled (but not bound to), in its own discretion and at the risk and cost of the client, borrow or otherwise obtain the Securities necessary to enable the stock broker to make delivery.
- (ii) The client agrees and confirms that, unless the stock broker otherwise permits all orders for the purchase and / or sale of Securities shall result in delivery of Securities for a sale trade or payment for purchase transactions. Provided that in respect of orders relating to Option and/or Future Contracts, payment or delivery of Securities shall be made well in advance by the client at such time as may be stipulated by the stock broker.
- (iii) The client agrees and confirms that, the stock broker shall not be obliged to deliver any Securities or pay any money to the client unless and until the same has been received by the stock broker from the Exchanges, the clearing house or clearing corporation of the Exchanges or the concerned mutual fund or other company or entity liable to make payment. Unless the stock broker otherwise determines, and subject to the stock broker's rights of set off and other rights, the Securities to be delivered by the stock broker to the client pursuant to the client's purchase transactions shall be delivered by the stock broker to an Associated Depository Account and sale proceeds to be paid by the stock broker to the client shall be credited to an Associated Bank Account.
- (iv) The Client agrees and confirms that, the stock broker may effect a short delivery to the client, inter alia, where (i) the counter-party, being the seller(s) in the respective transactions, deliver(s) short to the Exchanges; and (ii) the Exchanges is not able to buy-in the Securities falling short on behalf of the defaulting party and therefore closes out the transaction as per the Exchange's Provisions.
- (v) The Client agrees and confirms that, the stock broker shall have the right to allocate Securities and money among the client and other clients of the stock broker in a manner and form that the stock broker deems fit where (i) the stock broker has a net purchase obligation in respect of the client and other clients, but receives a short delivery and (ii) (where applicable) the Exchanges is only able to partly receive in auction and partly close out the Securities falling short on behalf of the defaulting party.
- (vi) The client shall not, acting alone or in concert with others, directly or indirectly, hold and/or control futures contracts in excess of the permitted number as fixed from time to time by the Exchanges(s).

- (vii) The client shall not exercise a long or short position where, acting alone or in concert with others, directly or indirectly the client will have exercised futures contracts in excess of the permitted number as may be fixed from time to time by the Exchanges(s).
- (viii) The Client agrees and confirms that, the stock broker may, (but shall not be bound to) in its discretion and at the client's risk and cost, at any time Square-off all or any Outstanding Positions of the client in such manner as the stock broker thinks fit and without any prior notice to or approval of the client. The client shall bear and pay the losses arising from such Squaring-off. In particular, and without prejudice to the generality of the above:- (a) If the client has entered into a Short Sale or a Long Purchase then the stock broker shall be entitled to, at any time before the client has Squared-off his Short Sale or Long Purchase position, Square-off and/or carry forward the whole or part of the Short Sale or Long Purchase position on any day, at any place and in any manner as the stock broker thinks fit, or permit the Exchanges to close out or auction such position; and the aforesaid shall be at the client's risk and cost. (b) If the client has been permitted to do margin trading, the stock broker shall be entitled to Square-off the client's Outstanding Position, inter alia, where, in the stock broker's opinion, the mark-to-market loss has breached or may breach the margins available with the stock broker, where the margin or Security placed by the client and available with the stock broker falls short of the stock broker's requirement, where any limit given to the client has been breached or where the client has defaulted on any existing obligation.
- (ix) The Client agrees and confirms that, the all Securities and money in the Associated Accounts or with the stock broker or with the Designated Bank to the client's account (whether solely or jointly with another or others) shall be subject to a lien for the discharge of any and all then current or future indebtedness or any other obligation (including contingent indebtedness or obligation) that the client may have to or through the stock broker; and the same may be held by the stock broker as security for the discharge thereof. Without stock broker's prior written consent, the Client will not cause or allow any of such Securities or monies to be or become subject to any lien, interest, mortgages or encumbrances of any nature other than in favour of the stock broker.
- (x) The Client agrees and confirms that, the stock broker agrees to inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the Exchanges.
- (xi) The Client agrees and confirms that, In the event an order is inadvertently processed, in spite of insufficient balance in the client's Associated Bank Account or Associated Depository Accounts, the stock broker may at its sole discretion cancel or liquidate the transaction without notice to the client.
- (xii) The Client agrees and confirms that, the client shall be responsible for all the orders, including any orders, which exceed the available limits in his Associated Accounts. The client shall credit the required fund / Securities to Associated Bank Account or the Associated

Depository Account as the case may be, promptly to ensure that the funds / Securities shall be received and processed on or prior to the settlement date or a date intimated by the stock broker, whichever is earlier. If the funds / Securities are not received as aforesaid, then the stock broker may square off the same without any prior intimation to the client. In the event of liquidation of the client's Associated Accounts, the client shall be liable for any resulting losses and all associated costs incurred by the stock broker.

- (xiii) The Client agrees and confirms that, the lien created hereunder will remain in full force and effect by way of continuing security and will not be affected in any way by any settlement of account or other matter. The stock broker shall not be liable as a result of taking or refraining from taking any action in good faith in the circumstances contemplated by this clause.
- (xiv) The Client agrees and confirms that, all securities and monies belonging to the Client which are under the control or possession of the stock broker shall be subject to a general lien and / or set off, for discharge of any obligation or indebtedness of the Client including debt pertaining to linked/ associated demat account. In enforcing the lien and / or the right to set off, the stock broker shall have the sole discretion of determining the manner in which the Securities or assets are to be appropriated / liquidated. The provisions of this clause shall apply notwithstanding any other service to the contrary between the Client and the stock broker.

6. MARGIN:

- (i) The Client agrees and confirms that, the aforesaid rights include the right of the stock broker at its discretion and with or without notice to the client, to set off any securities or money of the client arising from trades executed on any one exchange (any segment thereof) with the shortfall or additional requirements of Securities or money arising from trades executed on another exchange (any segment thereof).
- (ii) The client is liable to pay an initial margin up-front on or before creating a position in any Derivatives Contract. Such margin shall be decided upon by the stock broker or the Exchanges from time to time. Furthermore the client is liable to pay (or receive) daily margins depending on whether the price of the Derivatives Contract moves for or against the position undertaken. The client may also be liable to pay withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchanges from time to time. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not imposed by the Exchanges, the Futures and Option Segment of the Exchanges, any other segment of the Exchanges, the clearing house or clearing corporation of the Exchanges or SEBI) and the client shall be obliged to pay such margins.
- (iii) In case the client does not provide the required margin or any other payment whatsoever within the time frame specified by the stock broker, the stock broker shall have the right to appropriate and/or sell and/or instruct the Designated Bank to sell and/or transfer all or any Securities or money in the client's Account and/or any Associated Account and/or the proceeds thereof, Square-off all or any

- Outstanding Positions, prevent any new orders from being placed and / or executed by the client or take such other action as the stock broker thinks fit and proper. The stock broker may exercise all or any of the above rights in such manner as the stock broker thinks appropriate, without demand for additional margin, security or collateral, or advance notice or advertisement, on any exchange or other market where such business can be transacted, at a public auction or by private sale and the stock broker may be the purchaser / seller for its own account. The giving of any prior demand, call or notice shall not be considered as a waiver of the stock broker's right to exercise its rights without any such demand, call or notice including right to set off any.
- (iv) The aforesaid rights include the right of the stock broker at its discretion and with or without notice to the client, to set off any Securities or money of the client arising from trades executed on any one exchange (any segment thereof) with the shortfall or additional requirements of Securities or money arising from trades executed on another exchange (any segment thereof).
- (v) In respect of the contracts entered into by the client, the client may, from time to time, be entitled to receive amounts representing marked to market profits, and shall be liable to pay amounts representing marked to market losses. The client shall forthwith on demand by the stock broker pay to the stock broker the amounts and Securities representing marked to market losses. However, subject to the same being permissible under the Exchanges Provisions, the stock broker may operate the client's account on running basis i.e. instead of paying to the client any amounts or Securities representing marked to market profits, retain, withhold, set-off and/or appropriate for such purposes and in such manner as the stock broker may deem fit.
- (vi) The client agrees to keep himself / herself abreast of the stock market activity and news. The client agrees that in case of high market volatility, the stock broker may require the client to pay instantaneous margins in addition to the margins that may have already been paid by the client as per margin calls. The client agrees that the stock broker may be compelled to in such circumstances of market volatility, in absence of the payment of the said instantaneous margins by the client, Square-off all or any Outstanding Positions, prevent any new orders from being placed and / or executed by the client or take such other action as the stock broker thinks fit and proper.
- (vii) Notwithstanding the terms contains in this agreement, the client agrees that the sub broker may in its sole discretion, under certain circumstances such as extreme market volatility or other circumstances described in his policies may square off all or any outstanding positions, refuse to accept any new orders or take such further action as the stock broker may deemed fit.
- (viii) The Client agrees and confirms that, in case of short fall in margin the stock broker shall check for availability of additional limits in clients Associated Accounts to see whether adequate additional limits are available to restore the margin level to the initial margin level and if no such limits are available then the client's Outstanding Positions may be Squared- off by the stock broker, at its discretion, without notice to client.
- (ix) The Client agrees that, notwithstanding above, any amount which are overdue from the client to the stock broker will be termed as delayed payment charges and the same shall be charged at such rate as may be prescribed by the stock broker in its policy pertaining to the same from time to time. The client hereby agrees and authorizes the stock broker to directly debit Delayed Payment Charges to the account of the client at the end of each month.
- 7. CANCELLATION / MODIFICATION REQUESTS**
- (i) The cancellation or modification of an order pursuant to the client's request in that behalf is not guaranteed. The order will be cancelled or modified only if the client's request for cancellation or modification is received and the order is successfully cancelled or modified before it is executed. Market orders are subject to immediate execution wherever possible.
- (ii) The client shall not be entitled to presume an order as having been executed, cancelled or modified until a confirmation from the stock broker is received by the client. However, due to technical or other factors the confirmation may not be immediately transmitted to or received by the client, and such delay shall not entitle the client to presume that the order has not been executed, cancelled or modified unless and until the stock broker has so confirmed in writing.
- (iii) The client further agrees and confirms that, he will not be compensated by the stock broker for 'lost opportunity' namely, notional profits on buy / sell orders, which could not be executed.
- (iv) The Exchanges may annul a trade suo-moto without giving a reason therefor. In the event of such annulment, the stock broker shall be entitled to cancel the relative contract(s) with the client.
- (v) In the event the Exchanges suspends, cancels or annuls a pay-out of funds or Securities the stock broker shall also be entitled to suspend, cancel or annul the relevant pay-out to the client.
- 8. BROKERAGE, COMMISSIONS, CHARGES AND FEES**
- (i) The client agrees to pay the stock broker brokerages, commission, fees, demat charges, annual maintenance charges for depository account, Goods and Service Tax (GST), other taxes, call charges, charges for short messaging alerts on the client's cellular phone, research costs and transaction expenses as they exist from time to time and as they apply to the clients Account and transactions, and to the services that the stock broker renders to the client. For detail of charges, kindly refer to tariff sheet forming part of Part A of the form. The client also agrees that the stock broker may deduct and appropriate any of the aforesaid amounts from the client ledger account or any amount payable by the stock broker to the client or may instruct the Designated Bank to transfer such amount to the stock broker from an Associated Account.
- (ii) The client agrees that the Stock broker may from time to time, in its sole discretion but subject to the Exchanges Provisions and any restrictions imposed in this behalf by SEBI, determine and modify the amount of brokerage, commissions, fees and other amounts payable by the client. A schedule of current brokerage, fees and commissions, applicable charges and taxes shall be provided by the stock broker on the stock broker's Web Site, and the client agrees

to keep himself updated in respect thereof. In case of any modification of the aforesaid schedule, the broker, in addition to amending the scheduled on its website, will notify the client by a prior written notice of 15 days. The said amendment would be binding on the client.

- (iii) The client agrees and acknowledges that the client shall be liable in respect of all stamp duty and documentary taxes required to be paid in respect of all contract notes and all instruments required to be executed (whether by the stock broker and / or the client or any other person) pursuant to the Services, including all penalties thereon. Further, without prejudice to the aforesaid, the client agrees and undertakes to pay additional stamp duty, if required to be paid on any of the aforesaid said instruments, by virtue of the said instrument being received in any State at any time subsequent to its execution. Notwithstanding the aforesaid, the stock broker shall be entitled to pay the stamp duties and other documentary taxes and penalties (if any) on behalf of the client and thereupon, the client shall promptly upon demand by the stock broker in this behalf, reimburse the stock broker in respect of any such payments by the stock broker.

9. CONFIRMATIONS, ELECTRONIC CONTRACTS NOTES AND ELECTRONIC COMMUNICATION

- (I) Online confirmation will be available to the client upon execution or cancellation of an order placed by him through the stock broker's ITORS System. This shall be followed by a confirmation, which may be sent by postal mail, electronic mail or other electronic means after the execution of the order/trade and this shall be deemed to be a valid delivery thereof by the stock broker. It is the responsibility of the client to review, immediately upon first receipt, whether delivered to him online, by postal mail, by electronic mail or other electronic means, all confirmations of orders, transactions or cancellations. In case of an electronic confirmation, any conduct by the client sufficient to indicate to the stock broker that the electronic confirmation has been received shall be considered an acknowledgement of receipt by the client to the stock broker of the said electronic confirmation.
- (ii) The client agrees to, immediately upon signing of this document, furnish to the stock broker a valid and existing e-mail address, which e-mail address shall be used by the stock broker for the purpose of sending the electronic contract notes and other communication to the client. The client undertakes to keep the stock broker informed in case of any change in the e-mail address of the client. The client confirms that no receipt of failure of delivery notification by the stock broker shall amount to valid delivery of the electronic contracts notes and other communication to the client.
- (iii) The client agrees and confirms that, the documents, statements or information, including in respect of margin calls and confirmation of the execution of a trade sent by the stock broker by postal mail, electronic mail or other electronic means shall be deemed to be valid delivery thereof by the stock broker. The electronic communication may be in the form of e-mail, e-mail attachment. Every document so sent shall contain all such information as is mandated by the concerned statutory and / or regulatory authority. The stock broker would be deemed to have fulfilled its legal obligation to deliver a document to the client if it is sent by the electronic mode and such communication will be binding on the client. 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, the stock broker may in its discretion make the required delivery by such other means as it may deem appropriate. The document shall be deemed to have been duly delivered and its contents accepted by the client if there is no intimation by the stock broker preferably within twenty four hours from the date of delivery / display of the document.

- (iv) The stock broker agrees to deliver (a) the aforesaid communications and documents in physical form to the client, (b) online reports and (c) alerts using the short messaging service on cellular phone of the client, in the event the client makes a specific request for the same to the stock broker and subject to the stock broker being in a position to do so. The client agrees to pay all such amounts that the stock broker may charge to cover the operational costs that the stock broker incurs in preparing and delivering the said communications, documents, reports and alerts.
- (v) The client shall bring any errors in any report, confirmation or contract note of executed trades (including execution prices, scrips or quantities) to the stock broker's notice in writing, via electronic mail or fax preferably within 6 hours of receipt of the concerned report, confirmation or contract note. Any other discrepancy in a confirmation or account shall be notified by the client to the stock broker in writing, via electronic mail or fax preferably within 24 hours from the time of receipt of the first notice. In all cases, the stock broker shall have the right to accept or reject the client's objection.
- (vi) The Client agrees and confirms that, there may be a delay in the stock broker receiving the reports of transaction status from the Exchanges or other persons in respect of or in connection with which the stock broker has entered into contracts or transactions on behalf of the client. Accordingly, the stock broker may forward to the client late reports in respect of such transactions that were previously unreported to him or were incorrectly reported to him as being expired, cancelled, or executed. The client shall not hold the stock broker responsible for any losses suffered by the client on account of any late reports / statements or any errors in reports / statements computed by or received from the Exchanges.

10. INVESTMENT ADVICE

- (i) The client acknowledges and confirms that, the stock broker shall not be liable to provide to the client, any tax, legal or investment advice of any kind, or any advice or opinion with respect to the nature, potential value or suitability of any particular securities, transaction, investment or investment strategy ("Advice"). The client understands and agrees that in the event the client receives or accesses any investment research reports or any investment or other recommendations or advice from the stock broker (or any employee or official of the stock broker) or on the stock broker's Web Site, the same is on a no-liability, no guarantee and no-obligation basis and any decision, action or omission thereon shall be entirely at the client's risk and should be based solely on the client's own verification of all the relevant facts, financial and other circumstances, a proper evaluation thereof and the client's investment objectives and the stock broker shall not be responsible or liable for the same for any reason whatsoever.

- (ii) The Trading Member" recommendation /advise made (in good faith) to the Client and cannot be called in question or be open to review at any time during the currency of the agreement or any time thereafter
- (iii) The client also acknowledges and confirms that while all communication related to research reports, technical analysis and related materials will be directly received by all the clients. Any further communication thereto between the client and any official of the stock broker will exist only if the client has completed the Customer/ Business Investment Profiling questionnaire and has been found suitable. The client undertakes to undergo the Investment Profiling and inform the Stock Broker immediately about any change in the clients investment profile. 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 shall act upon the same at the sole risk and cost of the client, and to make their own independent judgment with respect to any matter that has been discussed with them and the stock broker shall not be liable or responsible for the same.
- (iv) The client undertakes and confirms to assume full responsibility for all his investment decisions and transactions, which are assessed suitably by him and commensurate to his risk-appetite. The stock broker, its officers, directors, partners, employees, will have no liability with respect to any investment decisions, transactions or losses of the client.
- (v) Notwithstanding anything contained in the aforesaid clause on investment advice, the client hereby understands and agrees that the advice offered by the stock broker does neither constitute any offer, recommendation or solicitation to its Clients or any other person to enter into any transaction or adopt any trading, investment or hedging strategy nor does it constitute any prediction of the likely future movements in rates or prices. The Stock Broker makes no representation as to the appropriateness or possible consequences if the Client acts or makes any decision on the basis of any discussion the Client may have had with the stock broker or its employees. The Clients are advised to make their own independent judgment with respect to any matter that has been discussed with them.
- (vi) The Client further understands and agrees that the Client shall exercise its own independent judgment (with the advice of its professional advisers if necessary) with respect to the risks and consequences of adopting any trading strategy. The Stock Broker expressly disclaims any liability and responsibility for any losses arising from the Client's acts/ decisions on the basis of any such discussions and also for any errors or omissions that may arise from such discussions.

11. REPRESENTATIONS AND WARRANTIES OF THE CLIENT

- (i) The client agrees and confirms that, he represents and warrants to the stock broker that all the information provided and statements made in the client's 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 Service to the client on the basis, inter alia, of the

statements made in the client's Account Application. The client is aware and acknowledges that trading over the internet, kiosks, and telephone and through computers involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and the stock broker's Service may at any time be unavailable without further notice. The stock broker and the Exchanges do not make any representation or warranty that the stock broker's Service will be available to the client at all times without any interruption. The client agrees that he shall not have any claim against the Exchanges or the stock broker on account of any suspension, interruption, non-availability or malfunctioning of the stock broker's System or Service or the Exchanges' service or systems for any reason whatsoever.

- (ii) The client agrees and confirms that, he has the required legal capacity to, and is authorised to, enter into this services and is capable of performing his obligations and undertakings hereunder.
- (iii) The Client agrees and confirms that, all actions required to be taken to ensure compliance of all the transactions which the client may enter into pursuant to this services with all applicable laws shall be completed by the client prior to such transaction being entered into.
- (iv) The client agrees and confirms that, he shall abide by the Exchanges Provisions and the terms of the stock broker's Web Site in force from time to time.
- (v) The Client agrees and confirms that, any instructions given by an authorised representative of the client to the stock broker (or to the stock broker's representative) shall be binding on the client.
- (vi) The Client agrees, confirms (if a foreign institutional investor/non-resident Indian / person of Indian origin) and hereby acknowledges that he is aware of the Reserve Bank of India guidelines in relation to his investments in the secondary market in India. The client hereby agrees to keep himself abreast of the ceiling limits on investments as published by the Reserve Bank of India from time to time and also agrees that he shall immediately reverse his transaction, if such transaction breaches the ceiling limits as imposed by Reserve Bank of India. In case the client does not /is unable to reverse such transaction immediately, the client authorizes the stock broker to do so under intimation to the client.
- (vii) The Client agrees and confirms, there are no prior or pending criminal proceedings or proceedings related to any crimes including any economic offences or other financial related crimes against him or investigations or enquiries or any negative reputation issues or any actions have been taken by SEBI, RBI, the Exchanges, or any other stock exchange, NSDL and/or CDSL involving the Client and in the event of any such issues or proceedings are commenced against him, he shall forthwith inform the Member;

12. REPRESENTATIONS AND WARRANTIES OF THE STOCK BROKER:

The stock broker represents and warrants to the client that, wherever such approval is required, the stock broker's System has been approved by the Exchanges.

13. OTHER DATA

- (i) The client agrees and confirms that, he understands that the Exchanges and any other supplier of data asserts a proprietary interest in all of the market and other data it furnishes, directly, through the stock broker or otherwise. The client understands that the Exchanges, such supplier and the stock broker do not guarantee the timeliness, sequence, accuracy or completeness of the data or any other information, or any messages disseminated by it. Neither the stock broker nor the Exchanges nor such supplier shall be liable in any way for incorrect, misleading, incomplete or out-dated data or information and, if the client acts on the basis of the same, he shall do so at his own risk and cost.
- (ii) The client agrees and confirms that, he shall not furnish market information provided by the Exchanges or the stock broker to any other person or entity for consideration or otherwise and in the event the client uses such information he shall do so at his own risk and cost.
- (iii) The client agrees and confirms that, he is authorised to use, at the client's risk, materials which are made available by the stock broker's Services for the client's own needs only, and the client is not authorised to resell or permit access to any such materials or to make copies of any such materials for sale or supply to or use by others. The client will not delete copyright or other intellectual property rights notices from any such materials.

14. DISCLAIMERS

- (i) The Client confirms and understands that, the Service will be uninterrupted or error free. The stock broker's Service is provided without warranties of any kind, either express or implied, including, without limitation, those of uninterrupted availability, merchantability or fitness for a particular purpose.
- (ii) The client agrees and confirms that under no circumstances, including negligence, shall the stock broker or anyone involved in creating, producing, delivering or managing the stock broker's Services or System be liable for any direct, indirect, incidental, special or consequential damages including, but not limited to lost profits, trading losses, loss of opportunity or damages that result from interruption, delay or loss of the use of the Service or out of any breach of any warranty even if the stock broker has been advised of the possibility of such damages.
- (iii) The Client understands and agrees that in event the client receives or accesses any investment research reports or other communications or advice from the stock broker (or employee or official of the stock broker) or on the website, the same is on a no-liability, no – guarantee and no-obligation basis and any decision, action or omission thereon shall be entirely at the client's risk and should be based solely on the client's own verification of all the relevant facts, financial and other circumstances, a proper evaluation thereof and the Client's investment objectives and the stock broker shall not be responsible or liable for the same for any reason whatsoever.
- (iv) The Client Confirms that, certain Securities may grant the holder thereof valuable rights that may expire unless the holder takes action. The client shall be responsible for knowing the rights and terms of all Securities in his accounts and the stock broker shall not be obligated to notify the client

of any upcoming expiration or redemption dates, or take any other action on the client's behalf, except as required by law and applicable Exchange Provisions. The client shall also be responsible for knowing about reorganisations related to Securities which the client holds including, but not limited to, stock splits. If, due to a reorganisation or book-keeping or data entry error, the client sells more Security than he actually owns or different Securities from what he actually owns, then the stock broker shall not be responsible for any losses that the client may incur by reason thereof.

- (v) The client agrees that the stock broker and/or its agents shall not be liable or responsible for any loss or liability caused or incurred directly or indirectly due to any act or omission of the client or any lost opportunity, actual or perceived, caused directly or indirectly by government restriction, Exchange or market rulings or regulation, suspension of trading, war, earthquakes, flood, accident, strikes, power failure, communication line failure, system or telephone failure, security failure on the Internet, equipment or software malfunction, hacking, unauthorised access, theft, strikes or any problem, technological or otherwise, that might prevent the client from entering, or the stock broker from executing an order, or any other conditions beyond the stock broker's control.
- (vi) The stock broker shall not be liable for (a) any error or delay in, or omission from, any data, information, or message on the stock broker's Web Site; or (b) delayed, interrupted or improper transmission or delivery of any data, information, or message; or any loss or damage arising from or occasioned by the above.

14. REIMBURSEMENTS

- (i) The client agrees to reimburse to the stock broker any and all claims, liability, costs, expenses (including but not limited to lawyer's fees and penalties or costs imposed by any Exchange) and proceedings arising from or in relation to the client's breach of any of these provision or any third party's right arising out of the Services rendered by the stock broker pursuant to these provisions or any other wrongful act on the part of the client.

15. NOTICES

- (i) The Client confirms that, any notice or other communication to be given by any party to the other in connection with the service shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or by e-mail to the addressee at the address or (as the case may be), the e-mail or facsimile number (if any), of that party set opposite its name below: To the stock broker at: Address: 2nd Floor, 23-25 M. G. Road, Fort, Mumbai - 400 001. India Telephone No: 022 - 6135 5999 Fax No: 022 - 6135 5900
E-mail : customercare@standardcharteredsecurities.com
To the client : (At the address, fax number or e-mail address stated in the Schedule); or at such other address, facsimile number or e-mail address as the party to be served may have notified the other in accordance with the provisions of this Clause.
- (ii) Notwithstanding anything stated above, communication relating to orders, margin calls, maintenance calls and other similar matters by the stock broker to the client may be communicated orally.

16. AMENDMENT

- (i) The Client understands and agrees that, the stock broker may at any time amend the terms of services (including the terms on website) or these Additional Rights and Obligations by conspicuously posting notice of such amendment on the stock broker's Web Site and by providing written notice thereof to the client and the same shall take effect 15 (fifteen) days from such posting and shall thereafter be binding on the Client. Notice by e-mail would be deemed to be in writing. The client agrees and undertakes to regularly and promptly (and, in particular immediately prior to and at the time of placing any order) keep himself updated of all postings on the stock broker's Web Site and also of all other amendments notified by the stock broker to the client from time to time. Continued use of the stock broker's Service after such notice will constitute acknowledgement and acceptance of such amendment.

17. ASSIGNMENT

The client shall not assign any right and obligations hereunder without first obtaining the stock broker's prior written consent.

18. TERMINATION OF SERVICES

- (i) These services may be terminated at any time by mutual consent of the client and the stock broker.
- (ii) The client agrees and confirms that, they may at any time terminate the service by giving not less than thirty days' notice to the stock broker, provided that unless the stock broker otherwise permits, the client shall not be entitled to terminate the service so long as any amount is payable or Securities are deliverable by the client to the stock broker.
- (iii) The client agrees and confirms that, the provisions of Clauses 15, 21 and 24 of the services shall survive the termination of the services.

19. SEVERABILITY

The client agrees and confirms that, in the event of any provisions of the services being held to be or becoming invalid, unenforceable or illegal for any reason, such invalidity, unenforceability or illegality shall attach only to such provision or condition, and the services shall remain otherwise in full force apart from the said provision which will be deemed deleted. The validity of the remaining provisions and conditions shall not be affected thereby and these services shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein. 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.

20. WAIVER

- (i) The client agrees and confirms that, no forbearance, relaxation or inaction by any party at any time to require the performance of any provision of the services shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of the service or be considered to be a waiver of any right, unless specifically agreed in writing. Except as specifically permitted in these services, no provision of these services can be, nor be deemed to be, waived, altered, modified or amended unless agreed to in writing and signed by an

authorised officer of the stock broker. No waiver of any single breach or default under these services shall be deemed a waiver of any other breach or default.

- (ii) The client agrees and confirms that, notwithstanding anything stated elsewhere in the services but subject to the proviso hereinafter appearing, the stock broker shall have the right to, in its sole discretion, waive in whole or in part all or any of the provisions of these services which require the client to maintain Associated Account(s) and/or any other provision(s) of these services. In case of such waiver:- (a) the provisions of these services relating to Associated Accounts and the operation thereof (and/or any other waived provisions) shall be construed accordingly; and (b) in the absence of any Associated Bank Account, all payments by or to the client shall be effected through and/or by a cheque / demand draft of a bank acceptable to the stock broker (which may be a bank other than the Designated Bank) or in such other manner as the stock broker may specify; and (c) in the absence of any Associated Depository Account, all deliveries of Securities by or to the client shall be effected through any depository account acceptable to the stock broker or in such other manner as the stock broker may specify.

Provided always that notwithstanding anything stated above, the stock broker shall have the right, at any time in its sole and absolute discretion, to withdraw such waiver in whole or in part without assigning any reasons.

21. LAW AND JURISDICTION

These provisions shall be governed by and construed in all respects in accordance with the laws of the Republic of India. All trades, transactions and contracts pursuant hereto shall be deemed to be made, entered into and to be performed subject to Rules, Bye-laws, Regulations and Circulars issued there under of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Exchange for the purpose of giving effect to the provisions of the Rules, Bye-laws and Regulations of the Exchange and the circulars issued there under.

22. APPLICABILITY OF EXCHANGE PROVISIONS

These services and all contracts and transactions between the stock broker and the client pursuant hereto shall be subject to the applicable Exchange Provisions, the Rules, Bye-Laws, Regulations, and other provisions of the Exchanges (including the Rules, Bye-laws and Regulations of the various segments of the Exchanges and of the clearing house or clearing corporation of the Exchanges), the provisions of the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act of 1956, SEBI Stock Broker and Sub Broker regulations 1992 and the rules and regulations made thereunder and may be as amended from time to time.

23. REDRESSAL OF GRIEVANCES

- (i) The stock broker has established an Investor Relation Cell for redressal of all client's grievances. In case the client has any grievance, he can write at: Customer Care Cell, 2nd Floor, 23-25 M. G. Road, Fort, Mumbai - 400 001. India Telephone No: 022 - 6135 5999 Fax No: 022 - 6135 5900

The client may also send an email on id: customercare@standardcharteredsecurities.com

- (ii) In case the grievance of the client is not resolved within (30) Thirty days or in case of the dispute(s) arising out of such grievance between the stock broker and client, the same shall be governed by the dispute resolution mechanism provided by the Exchanges and as contained in the clause given hereunder. The client understands that the dispute/s arising out of the securities broking business is/are of civil nature and are not governed by any Criminal law.
- (iii) The Client confirms and agrees that, upon satisfactory redressal of the client's grievances where such resolution results in any mutual arrangement between the stock broker and the client, the client accepts that such mutual arrangement shall be considered full and final settlement and thereby release and discharge the stock broker from all its obligations, present and future in relation to the concerned grievance.

24. DISPUTE RESOLUTION

The Client confirms and agrees that, any claim, dispute or difference arising between the parties hereto in respect of these services, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in the service or the interpretation or construction of these services shall be subject to the grievance redressal procedure of the Exchanges and shall be subject to the arbitration procedure as prescribed by the applicable Exchange Provisions. The stock broker and the client are aware of the provisions of the Bye-Laws, Rules and Regulations of the Exchanges (including those of the various segments of the Exchanges) relating to arbitration.

25. TRANSACTIONS OTHER THAN EXCHANGE TRANSACTIONS.

The parties hereto acknowledge that the stock broker's Services involve execution of orders and transactions (i) on or through an Exchange ("Exchange Transactions") and also (ii) otherwise than on or through an Exchange e.g. transactions in unlisted units of mutual funds, government securities, commercial paper, certificates of deposit, negotiable instruments and investment in company or bank deposits. ("Off- Exchange Transactions"). The parties hereto acknowledge and agree that in case of such Off- Exchange Transactions the Exchanges Provisions would not apply and the provisions of the service shall be construed accordingly. Without prejudice to the generality of the aforesaid, the parties hereto agree that in case of Off- Exchange Transactions:- (a) the orders and transactions shall not be governed by the Exchanges Provisions but by the stock broker's terms and conditions (including the terms and conditions on the stock broker's Web Site) applicable to such transactions and the terms and conditions of the concerned issuer of the Securities, company or other entity or person; and (b) the provisions of these service which would, by their very nature, apply only to Exchange Transactions and shall not apply to Off- Exchange Transactions, (c) the stock broker may receive brokerage, commission or other amounts from the issuer, company or other concerned person or entity (in addition to receiving brokerage or other remuneration from the client) and (d) the provisions of clause 24 (Dispute Resolution) of these services shall be substituted with the following:

Any claim, dispute or difference arising between the parties hereto in respect of these services or any contracts, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in these service or the interpretation or construction of these services shall be referred to the arbitration of a sole arbitrator to be

appointed jointly by the parties or, in the absence of such joint Confirmation, by the Chief Justice of the Mumbai High Court. The arbitration shall be conducted in English and shall be held in Mumbai, India.

26. PROPRIETARY TRADING

The client confirms and acknowledges that the Stock Broker may undertake proprietary trading in addition to client based trading. The client confirms having read and understood the terms and conditions of these broker – client services and those relating to various services and products and accepts and agrees to be bound by the terms and conditions including those excluding / limiting the stock – broker's and Exchange's liabilities.

27. The sales officials, dealers, traders, sub-brokers, agents and other professionals of the Stock Broker may provide market commentary or reports / advise about trading strategies in print or electronic mode or by posting them on the website or convey the same to the clients by SMS or any other mode of communication as mutually agreed upon. These reports / advice are for information purposes only and does not constitute recommendation for buying and/or selling any specific scrip and neither these reports/ advise nor anything contained therein shall form the basis or be relied upon in connection with any contract or trading whatsoever. The client should use his / her own discretion / judgment while taking a decision on investment. The Stock Broker, it's Directors and employees do not have any liability for the decisions taken by the client based on these reports.

28. The clauses of these presents pertaining to currency derivatives shall be effective only if the client trades in the currency derivatives segment. The clauses of these presents pertaining to Future & Options segment on BSE shall be applicable only after such services are provided by the stock broker.

29. Assets Protection Policy

Standard Chartered Securities (India) Limited ("SCSI") deposits all the funds held by it on behalf of its clients with Banks. Such deposits kept with banks may not be immune to insolvency of such Banks.

Other Declaration :

Subject to the applicable local laws, the Client hereby consents and authorises the Stock Broker to disclose any information relating to the Client's account(s) and/or dealing relationship(s) with the Stock Broker, including details of transactions undertaken and balances and positions with the stock broker to:

- i. Any other member of Standard Chartered Group in any jurisdiction (the "Permitted Parties");
- ii. or overseas regulators or tax authorities where necessary to establish the Client's tax liability in any jurisdiction in any jurisdiction pursuant to orders, agreements with regulators or authorities or otherwise.

For purpose of these present "Permitted Parties" shall mean and include any wholly owned subsidiary or subsidiary undertaking or the holding company of the Standard Chartered Securities (India) Limited as well as any wholly owned subsidiary or subsidiary undertaking of such holding company including Standard Chartered Bank PLC.

Further the Client also consents and authorises the Stock Broker to withhold from the Client's account(s) such amounts / securities as may be required according to applicable laws, regulations and directives by domestic or overseas regulators or tax authorities. The Client undertakes to notify the Stock Broker within 30 calendar days if there is a change in any information which the Client has provided to the Stock Broker.

ANNEXURE - I

1.1 In these services, unless repugnant to the context or meaning thereof:-

“Account Application” means the application submitted by the client to the stock broker to open a client Account and to permit the client to avail of the stock broker's Services.

“Associated Accounts” means the Associated Bank Account(s) and the Associated Depository Account(s).

“Associated Bank Account” means the current or saving bank account(s) maintained by the client (either solely or jointly with another or others) with the Designated Bank, and which account(s) has/have been designated by the account holder(s) as an Associated Bank Account(s) for the purposes of the Services.

“Associated Depository Account” means the depository account(s) maintained by the client (either solely or jointly with another or others) with the Designated Bank (as the depository participant) and which account(s) has/have been designated by the account holder(s) as an Associated Depository Account(s) for the purposes of the Services.

“Available Funds Balance” means the amount of credit balance in the Associated Bank Account(s) or in the client's Account with the stock broker which is not subject to any lien or other encumbrance (except in favour of the stock broker pursuant to these provisions) and which is freely available to the stock broker for blocking and appropriation towards the client's then current or possible future dues to the stock broker (including any margin dues), to an Exchange, to clearing house or clearing corporation of the Exchanges or to any other person or entity in connection with an order executed by the stock broker for the client.

“Available Stock Balance” means the Securities balance in the Associated Depository Account(s) or the client's Account with the stock broker which is not blocked or under any lien or other encumbrance and which is freely available to the stock broker for blocking and appropriation towards the client's then current or possible future obligations to deliver the concerned Securities to the stock broker (including any margin dues), to an Exchange, to the clearing house or clearing corporation of the Exchanges or to any other person or entity in connection with an order executed by the stock broker for the client.

“Brokerage” means the amount charged by the stock broker to the client as brokerage for a secondary market transaction or for any other services. The term “Brokerage” does not include Goods and Service Tax (GST) or other taxes, transaction or other fees and commissions that may be applicable in respect of the Services.

“Business Day” means any day on which the Exchanges is operational for trading.

“Client Account” means an account opened by the stock broker in the name of the client in the stock broker's records .

“Designated Bank” means Standard Chartered Bank Limited or such other bank(s) and/or entity (ies) as the stock broker may specify in this behalf from time to time and may include the stock broker in the event the stock broker commences operation as a depository participant in future.

“Exchange” means the National Stock Exchange of India Limited and Bombay Stock Exchange Limited.

“Exchange Provisions” means the Rules, Bye-laws,

Regulations, Constitutions, customs, Business Requirement Specifications, handbooks, notices, circulars and resolutions of the Exchanges (or any segment of any of the Exchanges) or the clearing house or clearing corporation of the Exchanges, or the concerned depository in force from time to time and includes the circulars issued by the Exchanges from time to time, relating to internet based trading services, as amended from time to time.

“Good delivery”, in relation to securities, shall mean the timely delivery of freely transferable securities which are considered as good delivery securities by the Exchanges, SEBI and the clearing house or clearing corporation of the Exchanges.

“ITORS” means internet based trading through order routing system, being a system approved by the Exchanges for enabling clients to route their orders to their stock broker-brokers over the internet.

“ITORS Service” means the service offered by the stock broker to its clients through ITORS whereunder the clients can route their orders for purchase, sale and other dealings in Securities through the stock broker's Web Site.

“Long Purchase” shall include a purchase order or transaction given or entered into by the client without sufficient Available Funds Balance.

“Stock broker's Services” or “Services” means:-

- (i) the services which the stock broker renders as a member of an exchange and includes (but is not limited to) the ITORS Service; and
- (ii) such other services which a stock broker, may offer or be permitted to offer to the client which would include, by way of illustration,: (a) purchase and sale of Government Securities, units of Unit Trust of India and/or other mutual funds (whether listed or unlisted), negotiable instruments, unlisted securities, certificates of deposit, participation certificates, currency derivatives, commercial paper, money market instruments, investment in bank and /or company deposits and other Securities; (b) clearing facilities; (c) advisory services; (d) portfolio management services; (e) depository services; and (f) custodial services.

“Stock broker's Web Site” means the stock broker's web site at www.standardcharteredtrade.co.in. or such other web site as may be hosted by the stock broker for access through the internet, through which the stock broker offers the Services. Any change in web site shall be intimated to client in writing.

“Outstanding Position” in a scrip means the value of the total quantity of that scrip purchased (or sold) less the total quantity sold (or purchased) by the client and not settled.

“Password” means the alpha, numeric or alphanumeric code used by the client to validate his username and access the ITORS Service.

“SEBI” means the Securities & Exchange Board of India.

“Securities” shall have the same meaning as assigned thereto under Section 2 of the Securities Contracts (Regulation) Act, 1956 and shall include any securities, derivatives and other instruments which are tradeable on any of the Exchanges as well as such units of Unit Trust of India and/or other mutual funds (whether listed or unlisted),

government securities, debt instruments, negotiable instruments, unlisted securities, certificates of deposit, participation certificates, commercial paper, money market instruments investment in bank and/or company deposits and other instruments and investments as may be specified by the stock broker from time to time.

“Segment” or “segment” means any segment of an Exchange and includes the cash segment, debt segment and derivatives segment (inclusive of currency derivative) of an Exchange.

“Short Sale” shall include a sale order or transaction given or entered into by the client without sufficient Available Stock Balance.

“Squaring-off” a position means executing a transaction so that the Outstanding Position in a scrip is offset in full or in part. “Square-off” and “Squared-off” shall be construed accordingly.

“System” means the system hosted by the stock broker on the internet through which the ITORS Service is offered, the stock broker’s system for accepting orders over the telephone and also includes any other system offered by the stock broker for accepting orders from a client and performing any part of the Service.

“Trading Hours” means such period of a Business Day during which the Exchanges offers trading facilities to its members.

“Transactions” refers to the orders placed by the client through the stock broker’s Services for the purchase, or sale of Securities or other dealing in Securities, whether or not executed in an Exchange.

“Username”, “Customer ID”, “client ID” or “Customer User Identification Number” (by whatever name called) means the alphabetic, numeric, alphanumeric login identification used by the client for accessing his account for availing the Services.

- 1.2 In these provisions, headings are used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision .
- 1.3 Words and expressions which are used in these provisions, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the relevant Exchange provisions.
- 1.4 Annexures and Schedules to these provisions shall form an integral part of the services.
- 1.5 In these provisions, unless repugnant to the context or meaning thereof (i) reference to the singular includes a reference to the plural and vice-versa, (ii) reference to any gender includes a reference to all other genders, (iii) references to Recitals, Clauses, Schedules and Annexures shall be deemed to be a reference to the recitals, clauses, schedules and annexures of or to this Confirmation, (iv) reference to a person shall include its personal representative; and (v) references to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other provision made under it.

IN WITNESS THEREOF the parties to the mandatory and voluntary client registration documents have caused these presents to be executed as of the day and year first above written.

Version 2.4

16th April. 2021