

Part B of Demat & Trading A/c. Opening Form

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



Axis Securities Limited

(This document is to be read along with Demat and Trading A/c. Opening Form)

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(TRADING & DEMAT ACCOUNT OPENING FORM-PART A)

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INSTRUCTIONS

FORM FILLING

1. Please check if all signatures are signed.
 2. Please fill the form in ENGLISH and in BLOCK letters. Strike off whichever is not applicable.
 3. White ink is not allowed for alteration/correction on the Account Opening Form (hereinafter referred to as AOF).
 4. Any alteration/correction thereby should be attested by applicants full signature.
 5. Self attested copy of PAN card is mandatory for all clients.
 6. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as mentioned below (2 copies each).
 7. If any proof of identity or address is in a foreign language, then translation into English is required.
 8. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
 9. If correspondence & permanent address are different, then proofs for both have to be submitted.
 10. Sole proprietor must make the application in his individual name & capacity.
 11. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/ military officers, senior executives of state owned corporations, important political party officials, etc.
 12. Documents having an expiry date should be valid on the date of submission.
 13. Demat master or recent holding statement issued by DP bearing name of the client.
 14. Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.
 15. Additional documents in case of trading in derivatives segments - illustrative list:
 - a) Copy of ITR Acknowledgment
 - b) Copy of Annual Accounts
 - c) In case of salary income - Salary Slip, Copy of Form 16
 - d) Net Worth Certificate
 - e) Bank Account Statement for last 6 Months
 - f) Copy of Demat Account Holding Statement
 - g) Any other relevant documents substantiating ownership of assets.
 - h) Self declaration along with relevant supporting documents.
- *In respect of other clients, documents as per risk management policy of the stock broker need to be provided by the client from time to time.
16. Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.

MANDATORY DOCUMENT/ INFORMATION/ REQUIREMENTS

1. Filling in telephone number (mobile or landline) is mandatory.
2. One set of photograph is required for all Demat Account holders.
3. For an applicant who is a resident of Sikkim, where PAN Card is not available, Form 60/61 is mandatory in case of opening a new bank account.
4. Complete postal address with city, state & pin code shall be specified as it appears in the proof of residence submitted.
5. All communication shall be sent at the address of the First/Sole holder only. It should be ensured that the email address of the first holder is correct as all electronic mails will be sent at this address.

ACCOUNT

1. Trading Account would be in the name of First Applicant only. For the purpose of seamless transactions, the First Applicant would need to have a Bank Account (either sole or joint) with Axis Bank Limited (hereinafter referred to as "Axis Bank") and a Demat Account (either sole or joint) with Axis Securities Limited (ASL) or Axis Bank Limited (hereinafter referred to as "Depository Participant").
2. Joint Holder and Nominee cannot be the same person for Demat Account. Nomination should never be in a joint name but only in favour of a single person.
3. For Demat Account, the witness cannot be the co-holder/joint holder or a member of the HUF.
4. Thumb impressions and signatures other than English or Hindi or any of the other language not contained in the 8th Schedule of the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate.

EXEMPTION / CLARIFICATION TO PAN (*Sufficient documentary evidence in support of such claims to be submitted).

1. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the state of Sikkim.
3. SIP of Mutual Funds upto Rs 50, 000/- p.a.

List of people authorised to attest the document : Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).

NOMINATION FOR DEMAT ACCOUNT

1. The nomination can be made only by individuals holding beneficiary owner accounts on their own behalf singly or jointly. Non-individuals including society, trust, body corporate, partnership firm, karta of Hindu Undivided Family, holder of power of attorney cannot nominate. If the account is held jointly all joint holders will sign the nomination form.
2. A minor can be nominated. In that event, the name and address of the Guardian of the minor nominee shall be provided by the beneficial owner.
3. The Nominee shall not be a trust, society, body corporate, partnership firm, karta of Hindu Undivided Family or a power of attorney holder. A non-resident Indian can be a Nominee, subject to the exchange controls in force, from time to time.
4. Nomination in respect of the beneficiary owner account stands rescinded upon closure of the beneficiary owner account. Similarly, the nomination in respect of the securities shall stand terminated upon transfer of the securities.
5. Transfer of securities in favour of a Nominee shall be valid discharge by the depository and the Participant against the legal heir
6. The cancellation of nomination can be made by individuals only holding beneficiary owner accounts on their own behalf singly or jointly by the same persons who made the original nomination. Non-individuals including society, trust, body corporate, partnership firm, karta of Hindu Undivided Family, holder of power of attorney cannot cancel the nomination. If the beneficiary owner account is held jointly, all joint holders will sign the cancellation form.
7. On cancellation of the nomination, the nomination shall stand rescinded and the depository shall not be under any obligation to transfer the securities in favour of the Nominee.
8. Any one of the following requirement should be provided by nominee /guardian:- PAN number, Aadhar number, Saving Bank A/c details, Copy of proof of identity, Demat A/c details.
9. In case existing Demat account holder wish to update/modify nomination details, please submit separate nomination form.

Name of Trading / Clearing Member	: Axis Securities Limited
SEBI Registration No. and Date	: NSE, BSE, MSEI, MCX, NCDEX - Single Registration No. INZ000161633, 22-12-2017 CDSL, NSDL- Single Registration No. IN-DP-403-2019
Registered Office Address	: Axis Securities Ltd., Unit 002, Building - A, Agastya Corporate Park Piramal Realty, Kamani Junction Kurla West, Mumbai - 400 070.
Correspondence Office Address	: Axis Securities Ltd., Aurum Q Parc, Q2 Building, Unit No. 1001, 10th Floor, Level - 6, Plot No. 4/1 TTC, Thane - Belapur Road, Ghansoli, Navi Mumbai, Pin Code - 400710
Compliance Officer Name	: Mr. Baiju Budhwani
Phone No. & Email ID	: 022-6855 5574, compliance.officer@axisdirect.in
CEO Name	: Pranav Haridasan (Managing Director)
Phone No. & Email ID	: 022-6855 5565, ceo@axisdirect.in

For Any grievance/dispute please contact ASL at the above address or email-customer.grievance@axisdirect.in
Ph. No. 022-40508080 & 022-61480808. In case not satisfied with the response, please contact the concerned
exchange(s) at NSE-Email-ignse @nse.co.in Ph.No. 022-26598190 BSE-Email-is@bseindia.com Ph.No.022-
22728097 & MSEI, Email-investorcomplaints@msei.in Ph. 022-67319000, grievance@mcxindia.com, 022-
67318888, NCDEX, Email - askus@ncdex.com, Ph. No. 18002662339

For Receiving Statement of Account in Electronic form (Demat)

1. Client must ensure the confidentiality of the password of the email account.
2. Client must promptly inform the Participant if the email address has changed.
3. Client may opt to terminate this facility by giving 10 days prior notice. Similarly, Participant may also terminate this facility by giving 10 days prior notice.

**** Important points to be noted regarding Demat AMC charges:**

- As per existing practice, customers who opt to close the account in the middle of the year will continue to receive the prorated AMC refund.
- For BSDA account value of holding will be determined on a daily basis, account will be levied higher applicable AMC on value of holding exceeding prescribed limit from the next day of exceeding such limit.

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.

36. A The stock broker / stock broker and depository participant shall not directly / indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI.

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.

RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

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

RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS FOR COMMODITY DERIVATIVES

(as prescribed by SEBI and Commodity Exchanges)

1. The client shall invest/trade in those commodities /contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Business Rules/ Regulations of Exchanges/SEBI and circulars/notices issued there under from time to time.

2. The Member, Authorized Person and the client shall be bound by all the Rules, Byelaws and Business Rules 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 himself of the capacity of the Member to deal in commodities and/or deal in derivatives contracts and wishes to execute its orders through the Member and the client shall from time to time continue to satisfy itself of such capability of the Member before executing orders through the Member.

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

6. Requirements of professional diligence

a. The Member must exercise professional diligence while entering into a financial contract or discharging any obligations under it.

b. "professional diligence" means the standard of skill and care that a Member would be reasonably expected to exercise towards a Client, commensurate with-

i. honest market practice;

ii. the principle of good faith;

iii. level of knowledge, experience and expertise of the Client;

iv. the nature and degree of risk embodied in the financial product* or financial service being availed by the Client; and

v. the extent of dependence of the Client on the Member.

*Commodity derivative contract

7. The Authorized Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).

CLIENT INFORMATION

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

9. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the Member shall be non-mandatory; therefore, subject to specific acceptance by the client.

10. The client shall immediately notify the Member 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 Member on a periodic basis.

11. A. Protection from unfair terms in financial contracts**

a. An unfair term of a non-negotiated contract will be void.

b. A term is unfair if it –

i. causes a significant imbalance in the rights and obligations of the parties under the financial contract, to the detriment of the Client; and

ii. is not reasonably necessary to protect the legitimate interests of the Member.

c. The factors to be taken into account while determining whether a term is unfair, include –

i. the nature of the financial product or financial service dealt with under the financial contract;

ii. the extent of transparency of the term;

**contracts offered by commodity exchanges

iii. the extent to which the term allows a Client to compare it with other financial contracts for similar financial products or financial services; and

iv. the financial contract as a whole and the terms of any other contract on which it is dependent.

d. A term is transparent if it –

i. is expressed in reasonably plain language that is likely to be understood by the Client;

ii. is legible and presented clearly; and

iii. is readily available to the Client affected by the term.

e. If a term of a financial contract is determined to be unfair under point 11.A.c, the parties will continue to be bound by the remaining terms of the financial contract to the extent that the financial contract is capable of enforcement without the unfair term.

11.B.

a. "Non-negotiated contract" means a contract whose terms, other than the terms contained in point 11.C. (given below) are not negotiated between the parties to the financial contract and includes –

i. a financial contract in which, relative to the Client, the

Member has a substantially greater bargaining power in determining terms of the financial contract; and

ii. a standard form contract.

b. "Standard form contract" means a financial contract that is substantially not negotiable for the Client, except for the terms contained in point 11.C.

c. Even if some terms of a financial contract are negotiated in form, the financial contract may be regarded as a non-negotiated contract if so indicated by –

i. an overall and substantial assessment of the financial contract; and

ii. the substantial circumstances surrounding the financial contract

d. In a claim that a financial contract is a non-negotiated contract, the onus of demonstrating otherwise will be on the Member.

11. C.

a. The above does not apply to a term of a financial contract if it –

i. defines the subject matter of the financial contract;

ii. sets the price that is paid, or payable, for the provision of the financial product or financial service under the financial contract and has been clearly disclosed to the Client; or

iii. is required, or expressly permitted, under any law or regulations.

b. The exemption under point 11.C does not apply to a term that deals with the payment of an amount which is contingent on the occurrence or non- occurrence of any particular event.

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

13. A. Protection of personal information and confidentiality

a. "Personal information" means any information that relates to a Client or allows a Client's identity to be inferred, directly or indirectly, and includes –

i. name and contact information;

ii. biometric information, in case of individuals

iii. information relating to transactions in, or holdings of, financial products

iv. information relating to the use of financial services; or

v. such other information as may be specified.

13. B.

a. A Member must –

i. not collect personal information relating to a Client in excess of what is required for the provision of a financial product or financial service;

ii. maintain the confidentiality of personal information relating to Clients and not disclose it to a third party, except in a manner expressly permitted under point 13.B.b.;

iii. make best efforts to ensure that any personal information relating to a Client that it holds is accurate, up to date and complete;

iv. ensure that Clients can obtain reasonable access to their personal information, subject to any exceptions that the Regulator may specify; and

v. allow Clients an effective opportunity to seek modifications to their personal information to ensure that the personal information held by the Member is accurate, up to date and complete.

b. A Member may disclose personal information relating to a Client to a third party only if –

i. it has obtained prior written informed consent of the Client for the disclosure, after giving the Client an effective opportunity to refuse consent;

ii. the Client has directed the disclosure to be made;

iii. the Regulator has approved or ordered the disclosure, and unless prohibited by the relevant law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;

iv. the disclosure is required under any law or regulations, and unless prohibited by such law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;

v. the disclosure is directly related to the provision of a financial product or financial service to the Client, if the Member –

1. informs the Client in advance that the personal information may be shared with a third party; and

2. makes arrangements to ensure that the third party maintains the confidentiality of the personal information in the same manner as required under this Part; or

vi. the disclosure is made to protect against or prevent actual or potential fraud, unauthorised transactions or claims, if the Member arranges with the third party to maintain the confidentiality of the personal information in the manner required under this Part.-

c. "Third party" means any person other than the concerned Member, including a person belonging to the same group as the Member.

14. A. Requirement of fair disclosure both initially and on continuing basis

a. Member must ensure fair disclosure of information

that is likely to be required by a Client to make an informed transactional decision.

b. In order to constitute fair disclosure, the information must be provided –

i. sufficiently before the Client enters into a financial contract, so as to allow the Client reasonable time to understand the information;

ii. in writing and in a manner that is likely to be understood by a Client belonging to a particular category; and

iii. in a manner that enables the Client to make reasonable comparison of the financial product or financial service with other similar financial products or financial services.

c. The types of information that must be disclosed to a Client in relation to a financial product or financial service, which may include information regarding –

i. main characteristics of the financial product or financial service, including its features, benefits and risks to the Client;

ii. consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;

iii. existence, exclusion or effect of any term in the financial product or financial contract;

iv. nature, attributes and rights of the Member, including its identity, regulatory status and affiliations;

v. contact details of the Member and the methods of communication to be used between the Member and the Client;

vi. rights of the Client to rescind a financial contract within a specified period; or

vii. rights of the Client under any law or regulations.

14. B.

a. Member must provide a Client that is availing a financial product or financial service provided by it, with the following continuing disclosures –

i. any material change to the information that was required to be disclosed under point 14.A at the time when the Client initially availed the financial product or financial service;

ii. information relating to the status or performance of a financial product held by the Client, as may be required to assess the rights or interests in the financial product or financial service; and

iii. any other information that may be specified.

b. A continuing disclosure must be made –

i. within a reasonable time-period from the occurrence of any material change or at reasonable periodic intervals, as applicable; and

ii. in writing and in a manner that is likely to be understood by a Client belonging to that category.

MARGINS

15. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Member 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 Member is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange or SEBI) and the client shall be obliged to pay such margins within the stipulated time.

16. 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

17. The client shall give any order for buy or sell of commodities derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the Member however ensuring the regulatory requirements in this regard are complied with. The Member shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.

18. The Member 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 commodity exchange where the trade is executed.

19. The Member shall ensure that the money 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 Member for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, circulars, notices, guidelines of SEBI and/or Rules, Business Rules, Bye-laws, circulars and notices of Exchange.

20. 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, Member shall be entitled to cancel the respective contract(s) with client(s).

21. The transactions executed on the Exchange are subject to Rules, Byelaws and Business Rules 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 Business Rules of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Business Rules

of the Exchanges and the circulars/notices issued thereunder.

BROKERAGE

22. The Client shall pay to the Member 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 Member renders to the Client. The Member shall not charge brokerage more than the maximum brokerage permissible as per the Rules, Business Rules and Bye-laws of the relevant commodity exchanges and/or Rules of SEBI.

LIQUIDATION AND CLOSE OUT OF POSITION

23. Without prejudice to the Member's other rights (including the right to refer a matter to arbitration), the client understands that the Member 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.

24. 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 commodities which the client has ordered to be bought or sold, Member 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/commodities in favor of a Nominee shall be valid discharge by the Member against the legal heir.

DISPUTE RESOLUTION

25. The Member shall co-operate in redressing grievances of the client in respect of all transactions routed through it.

26. The client and the Member shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Business Rules of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.

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

28. Requirement for each Member to have an effective grievance redress mechanism which is accessible to all its Clients

a. A Member must have in place an effective mechanism to receive and redress complaints from its Clients in relation to financial products or financial

services provided by it, or on its behalf, in a prompt and fair manner.

b. A Member must inform a Client, at the commencement of relationship with the Client and at such other time when the information is likely to be required by the Client, of –

i. the Client's right to seek redress for any complaints; and

ii. the processes followed by the Member to receive and redress complaints from its Clients.

29. A. Suitability of advice for the Client

Right to receive advice that is suitable taking into account the relevant personal circumstances of the Client, such as the Client's financial circumstances and needs. This obligation would apply to persons who render advice to Clients and the regulator may specify categories of financial products and service that necessarily require such advice to be given.

a. A Member must –

i. make all efforts to obtain correct and adequate information about the relevant personal circumstances of a Client; and

ii. ensure that the advice given is suitable for the Client after due consideration of the relevant personal circumstances of the Client.

b. If it is reasonably apparent to the Member that the available information regarding the relevant personal circumstances of a Client is incomplete or inaccurate, the Member must warn the Client of the consequences of proceeding on the basis of incomplete or inaccurate information.

c. If a Client intends to avail of a financial product or financial service that the Member determines unsuitable for the Client, the Member –

i. must clearly communicate its advice to the Client in writing and in a manner that is likely to be understood by the Client; and

ii. may provide the financial product or financial service requested by the Client only after complying with point 29.A.a and obtaining a written acknowledgment from the Client.

30. Dealing with conflict of interest

In case of any conflict between the interests of a Client and that of the Member, preference must be given to the Client interests.

a. A member must –

i. provide a Client with information regarding any conflict of interests, including any conflicted remuneration that the Member has received or expects to receive for making the advice to the Client; and

ii. give priority to the interests of the Client if the Member knows, or reasonably ought to know, of a conflict between –

1. its own interests and the interests of the Client; or

2. the interests of the concerned Member and interests of the Client, in cases where the Member is a financial representative.

b. The information under point 16a.i. must be given to the Client in writing and in a manner that is likely to be understood by the Client and a written acknowledgment of the receipt of the information should be obtained from the Client.

c. In this section, "conflicted remuneration" means any benefit, whether monetary or non-monetary, derived by a Member from persons other than Clients that could, under the circumstances, reasonably be expected to influence the advice given by the Member to a Client.

TERMINATION OF RELATIONSHIP

31. This relationship between the Member and the client shall be terminated; if the Member for any reason ceases to be a member of the commodity exchange including cessation of membership by reason of the Member's default, death, resignation or expulsion or if the certificate is cancelled by the Exchange.

32. The Member, Authorized Person 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.

33. In the event of demise/insolvency of the Authorized Person or the cancellation of his/its registration with the Board or/withdrawal of recognition of the Authorized Person by the commodity exchange and/or termination of the agreement with the Authorized Person by the Member, 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 Member and all clauses in the „Rights and Obligations" document(s) governing the Member, Authorized Person and client shall continue to be in force as it is, unless the client intimates to the Member his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

ADDITIONAL RIGHTS AND OBLIGATIONS

34. The Member and client shall reconcile and settle their accounts from time to time as per the Rules, Business Rules, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.

35. The Member shall issue a contract note to his clients 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 Member shall send contract notes to the investors within 24 hours of the execution of the trades in hard copy and/or in electronic form using digital signature.

36. The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye-Laws, Business Rules and Circulars, as the case may be, to the Client on 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.

37. The Member shall send a complete `Statement of Accounts' for both funds and commodities 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.

38. The Member shall send margin statements to the clients on daily basis. 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, warehouse receipts, securities etc.

39. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member 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.

40. In case, where a member surrenders his/ her/ its membership, Member gives a public notice inviting claims, if any, from investors. In case of a claim relating to transactions executed on the trading system of the Exchange, ensure that client lodge a claim with the Exchange within the stipulated period and with the supporting documents.

41. A. Protection from unfair conduct which includes misleading conduct & abusive conduct

a. Unfair conduct in relation to financial products or financial services is prohibited.

b. "Unfair conduct" means an act or omission by a

Member or its financial representative that significantly impairs, or is likely to significantly impair, the ability of a Client to make an informed transactional decision and includes –

- i. misleading conduct under point 41.B
- ii. abusive conduct under point 41.C
- iii. such other conduct as may be specified.

41. B.

a. Conduct of a Member or its financial representative in relation to a determinative factor is misleading if it is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise, and the conduct involves –

- i. providing the Client with inaccurate information or information that the Member or financial representative does not believe to be true; or
- ii. providing accurate information to the Client in a manner that is deceptive.

b. In determining whether a conduct is misleading under point 41.B.a, the following factors must be considered to be “determinative factors” –

- i. the main characteristics of a financial product or financial service, including its features, benefits and risks to the Client;
- ii. the Client's need for a particular financial product or financial service or its suitability for the Client;
- iii. the consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
- iv. the existence, exclusion or effect of any term in a financial contract, which is material term in the context of that financial contract;
- v. the nature, attributes and rights of the Member, including its identity, regulatory status and affiliations; and
- vi. the rights of the Client under any law or regulations.

41. C.

a. A conduct of a Member or its financial representative in relation to a financial product or financial service is abusive if it –

- i. involves the use of coercion or undue influence; and
 - ii. causes or is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise.
- b. In determining whether a conduct uses coercion or undue influence, the following must be considered –
- i. the timing, location, nature or persistence of the conduct;
 - ii. the use of threatening or abusive language or behavior;
 - iii. the exploitation of any particular misfortune or circumstance of the Client, of which the Member is aware, to influence the Client's decision with regard to

a financial product or financial service;

iv. any non-contractual barriers imposed by the Member where the Client wishes to exercise rights under a financial contract, including –

- v. the right to terminate the financial contract;
- vi. the right to switch to another financial product or another Member and
- vii. a threat to take any action, depending on the circumstances in which the threat is made.

ELECTRONIC CONTRACT NOTES (ECN)

42. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id (created by the client) to the Member (Kindly refer Appendix A of Annexure 3). Member shall ensure that all the rules/Business Rule/Bye-Laws/ circulars issued from time to time in this regard are complied with. The client shall communicate to the Member 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.

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

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

45. The Member shall retain ECN and acknowledgment 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/circulars/guidelines issued by SEBI/Commodity 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 Member for the specified period under the extant rules/circulars/guidelines issued by SEBI/Commodity 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 Member 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 rules/circulars/guidelines issued by SEBI/Commodity exchanges.

46. The Member 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 Member shall send a physical contract note to the client within the stipulated time under the extant Regulations/ Rules, Bye-Laws, Business Rules and Circulars of SEBI/commodity exchanges and maintain the proof of dispatch and delivery of such physical contract notes.

47. In addition to the e-mail communication of the ECNs to the client, the Member 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.

48. The Electronic Contract Note (ECN) declaration form obtained from the Client who opts to receive the contract note in electronic form. This declaration will remain valid till it is revoked by the client.

LAW AND JURISDICTION

49. In addition to the specific rights set out in this document, the Member, Authorised Person and the client shall be entitled to exercise any other rights which the Member or the client may have under the Rules, Bye-laws and Business Rules of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules of SEBI.

50. The provisions of this document shall always be subject to Government notifications, any rules, guidelines and circulars/notices issued by SEBI and Circulars, Rules, Business Rules and Bye laws of the relevant commodity exchanges, where the trade is executed, that may be in force from time to time.

51. The Member 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, if either party is not satisfied with the arbitration award.

52. 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/Business Rules and circulars/notices issued thereunder of the Exchanges/SEBI.

53. All additional voluntary/non-mandatory clauses/document added by the Member should not be in contravention with Rules/ Business Rules/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.

54. If the rights and obligations of the parties hereto are altered by virtue of change in Rules of SEBI or Bye-laws, Rules and Business Rules of the relevant

commodity 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.

55. Members are required to send account statement to their clients every month.

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 whosoever 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.

INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY MEMBERS 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. Member is eligible for providing Internet based trading (IBT) and commodities 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 Member shall comply with all requirements applicable to internet based trading/- commodities 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 commodities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for commodities trading through use of wireless technology. The Member shall provide the Member's IBT Service to the Client, and the Client shall avail of the Member's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Member's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
3. The Member shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology/internet or any other technology should be brought to the notice of the client by the Member.
4. The Member shall make the client aware that the Member'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 Member'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/ commodities 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 Member
6. The Client shall immediately notify the Member in writing if he forgets his password, discovers security flaw in Member'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/ commodities 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 Member 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 Member 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 Member and the Exchange do not make any representation or warranty that the Member'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 Member on account of any suspension, interruption, non-availability or malfunctioning of the Member'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/Members/Exchange end for any reason beyond the control of the Member/Exchanges.

RISK DISCLOSURE DOCUMENT (FOR COMMODITY DERIVATIVES AND OPTIONS TRADING)

The Exchange does not expressly or impliedly, guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure documents nor has the Exchange endorsed or passed any merits of participating in the Commodity Derivatives market/trading. This brief statement does not disclose all of the risks and other significant aspects of trading. You should, therefore, study derivatives trading carefully before becoming involved in it.

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

You must know and appreciate that investment in commodity futures contracts/ derivatives or other instruments traded on the Commodity Exchange(s), 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 the Exchange and suffer adverse consequences or loss, you shall be solely responsible for the same and the Exchange shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take the plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned member. The Client 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 commodity derivatives being traded on the Exchange.

It must be clearly understood by you that your dealings on the Exchange through a member shall be subject to your fulfilling certain formalities set out by the member, which may, inter alia, include your filing the know your client form and are subject to Rules, Byelaws and Business Rules of the Exchange guidelines prescribed by SEBI from time to time and circulars as may be issued by the Exchange from time to time.

The Exchange 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 member of the Exchange and/ or third party based on any information contained in this document. Any information contained in this document must not be construed as business advice/investment 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, you should be aware of or must get acquainted with the following:-

1. Basic Risks involved in the trading of Commodity Futures Contracts and other Commodity Derivatives Instruments on the Exchange.

i. Risk of Higher Volatility

Volatility refers to the dynamic changes in price that commodity derivative contracts undergo when trading activity continues on the Commodity Exchange. Generally, higher the volatility of a commodity derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded commodity derivatives contracts than in actively traded commodities/ 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 real losses.

ii. Risk of Lower Liquidity

a. Liquidity refers to the ability of market participants to buy and/ or sell commodity derivative contract expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the number 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 commodity derivatives contracts swiftly and with minimal price difference and as a result, investors are more likely to pay or receive a competitive price for commodity derivative contracts purchased or sold. There may be a risk of lower liquidity in some commodity derivative contracts as compared to active commodity derivative 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.

b. Buying/ Selling without intention of giving and/ or taking delivery of certain commodities may also result into losses, because in such a situation, commodity derivative contracts may have to be squared-off at a low/ high prices, compared to the expected price levels, so as not to have any obligation to deliver/ receive such commodities.

iii. Risk of Wider Spreads

a. Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a commodity derivative and

immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid commodities/commodity derivatives contracts. This in turn will hamper better price formation.

iv. Risk-reducing orders

a. Most of the Exchanges have a facility for investors to place "limit orders", "stop loss orders" etc. Placing of such 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.

b. 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 commodity derivatives contract.

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

d. A stop loss order is generally placed "away" from the current price of a commodity derivatives contract, and such order gets activated if and when the 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 contract approaches 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 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.

v. Risk of News Announcements

a. Traders/Manufacturers make news announcements that may impact the price of the commodities and/or commodity derivatives contracts. These announcements 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 commodity/commodity derivatives contract.

vi. Risk of Rumours

a. Rumours about the price of a commodity at times float in the market through word of mouth, newspaper, websites or news agencies, etc., the investors should be wary of and should desist from acting on rumours.

vii. System Risk

a. 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.

b. 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 execution of order and its confirmation.

c. 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 commodity due to any action on account of unusual trading activity or price hitting circuit filters or for any other reason.

viii. System/Network Congestion

a. Trading on the Exchange is in electronic mode, based on satellite/ leased line 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 the control of 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 Futures Commodity Derivatives are concerned, please note and get yourself acquainted with the following additional features:- Effect of "Leverage" or "Gearing":

a. The amount of margin is small relative to the value of the commodity derivatives contract so the transactions are 'leveraged' or 'geared'. Commodity Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in commodity derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in commodity derivatives contracts and also trade with caution while taking into account one's circumstances, financial resources, etc.

b. Trading in Futures Commodity Derivatives involves daily settlement of all positions. Every day the open positions are marked to market based on the closing price. If the closing price has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame,

generally before commencement of trading on the next day.

c. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the Member of the Exchange may liquidate/square-up a part of or the whole position. In this case, you will be liable for any losses incurred due to such square-up/ Close Outs.

d. Under certain market conditions, an Investor may find it difficult or impossible to execute the 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.

e. Steps, such as, changes in the margin rate, increase in the cash margin rate etc. may be adopted in order to maintain market stability. These new measures may be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

f. You must ask your Member of the Exchange to provide the full details of the commodity derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

3. TRADING THROUGH WIRELESS TECHNOLOGY OR ANY OTHER TECHNOLOGY:

Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology or any other technology should be brought to the notice of the client by the member.

4. General

i. Deposited cash and property:

You should familiarize yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm become insolvent or bankrupt. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property, which has been specifically identifiable as your own, will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the Member of the Exchange, the same shall be subject to arbitration as per the Rules, Bye-laws and Business Rules of the Exchange.

ii. Commission and other charges:

Before you begin to trade, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

iii. For rights and obligations of the Members/Authorised Persons/ clients, please refer to Annexure 3

iv. The term „Constituent“ shall mean and include a

Client, a Customer or an Investor, who deals with a member for the purpose of trading in the commodity derivatives through the mechanism provided by the Exchange.

v. The term „member“ shall mean and include a Trading Member or a Member/Broker, who has been admitted as such by the Exchange and got a registration certificate from SEBI.

Additional Risk Disclosure documents for Options Trading

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.

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.

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

TRANSACTIONS AND SETTLEMENTS

- 8.The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your 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, 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 may maintain a 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 give 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.

GUIDANCE NOTE - DO's AND DON'Ts FOR THE CLIENTS (FOR COMMODITY DERIVATIVES AND OPTIONS TRADING)

Do's

1. Trade only through Registered Members of the Exchange. Check from the Exchange website at following link www.mcxindia.com and www.ncdex.com. Details to see whether the Member is registered with the Exchange.

2. Insist on filling up a standard 'Know Your Client (KYC)' form before you commence trading.

3. Insist on getting a Unique Client Code (UCC) and ensure all your trades are done under the said UCC.

4. Insist on reading and signing a standard 'Risk Disclosure Agreement'.

5. Obtain a copy of your KYC and/ or other documents executed by you with the Member, from the Member.

6. Cross check the genuineness of trades carried out at the Exchange through the trade verification facility available on the Exchange website at the following link www.mcxindia.com and www.ncdex.com. The trades can be verified online where trade information is available up to 5 working days from the trade date.

7. Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.

8. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.

9. Obtain receipt for collaterals deposited with the Member towards margins.

10. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other

authorities to know your rights and duties vis-à-vis those of the Member.

11. Ask all relevant questions and clear your doubts with your Member before transacting.

12. Insist on receiving the bills for every settlement.

13. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.

14. Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.

15. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.

16. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.

17. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.

18. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.

19. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.

20. Understand and comply with accounting standards for derivatives.

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

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

23. Make the payments by account payee cheque in favour of the Member. Ensure that you have a documentary proof of your payment/deposit of commodities with the Member, stating date, commodity, quantity, towards which bank/ demat account such money or commodities (in the form of warehouse receipts) deposited and from which bank/ demat account.

24. The payout of funds or delivery of commodities (as the case may be) shall not be made to you within one working day from the receipt of payout from the Exchange, in case you have given specific authorization for maintaining running account to the member. Thus, in this regard, the running account authorization provided by you to the Member shall be 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) You need to bring any dispute arising from the statement of account to the notice of the Member in writing preferably within 7 (seven) working days from the date of receipt of funds/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Commodity exchanges without delay.

c) In case you have not opted for maintaining running account and pay-out is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the Member. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Commodity exchange.

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

25. You should familiarize yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the commodity derivatives or the member becomes insolvent or bankrupt.

26. Please ensure that you have a documentary proof of having made the deposit of such money or property with the member, stating towards which account such money or property deposited.

27. In case your problem/grievance/issue is not being sorted out by concerned Member/Authorised Person then you may take up the matter with the concerned Commodity Exchange. If you are not satisfied with the

resolution of your complaint then you can escalate the matter to SEBI.

Don'ts

1. Do not deal with any unregistered intermediaries.

2. Do not undertake off-market transactions as such transactions are illegal and fall outside the jurisdiction of the Exchange.

3. Do not enter into assured returns arrangement with any Member

4. Do not get carried away by luring advertisements, rumours, hot tips, explicit/ implicit promise of returns, etc.

5. Do not make payments in cash/ take any cash towards margins and settlement to/ from the Member.

6. Do not start trading before reading and understanding the Risk Disclosure Agreement.

7. Do not neglect to set out in writing, orders for higher value given over phone.

8. Do not accept unsigned/duplicate contract note/confirmation memo.

9. Do not accept contract note/confirmation memo signed by any unauthorized person.

10. Don't share your internet trading account's password with anyone

11. Do not delay payment/deliveries of commodities to Member.

12. Do not forget to take note of risks involved in the investments.

13. Do not sign blank Delivery Instruction Slips (DIS) while furnishing commodities, deposits and/or keep them with Depository Participants (DP) or member to save time.

14. Do not pay brokerage in excess of that rates prescribed by the Exchange

15. Don't issue cheques in the name of Authorized Person.

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.

24. The Joint holders are aware that in case of any Statutory Order for freezing any one joint holder, the demat account will be frozen and the other joint holders will have to obtain a specific Order for unfreezing their percentage of joint ownership by submitting the relevant documentary proof to the Order issuing authority.

Redressal of Investor grievance : 25. 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 : 26. 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 : 27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. The stock broker / stock broker and depository participant shall not directly / indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI.

**RIGHTS AND OBLIGATIONS RELATING TO MARGIN TRADING FACILITY
(MTF) PROVIDED BY STOCK BROKERS/ TRADING MEMBER TO CLIENTS
AS PRESCRIBED BY EXCHANGES**

**(This document is mandatory only if the client wishes to trade under Margin Trading Facility)
PRESCRIBED BY BSE**

1. Stock Broker/ Trading Member is eligible to provide Margin Trading Facility (MTF) in accordance with SEBI & Exchange Guidelines as specified from time to time.
2. Stock Broker/ Trading Member desirous of extending MTF to their clients is required to obtain prior permission of BSE. Stock Broker / Trading Member may note that BSE has the right to withdraw the permission at anytime.
3. Stock Broker/ Trading Member shall extend the MTF to the client, on such terms and conditions as specified by the Stock Exchange / SEBI from time to time. Stock Broker/ Trading Member and the client shall abide by the requirements of the margin trading framework, including rights and obligations, as prescribed by Stock Exchange/ SEBI/ Stock Broker/ Trading Member.
4. Stock Broker/ Trading Member shall intimate all the terms and conditions, including maximum allowable exposure, specific stock exposures etc., as well as the rights and obligations to the client desirous of availing MTF.
5. Stock Broker/ Trading Member may, at its sole and absolute discretion, increase the limit of initial and/or maintenance margin, from time to time. The Client shall abide by such revision, and where there is an upward revision of such margin amount, he agrees to make up the shortfall within such time as the Stock Broker/ Trading Member may permit. It may however, be noted that the initial/ maintenance margins shall never be lower than that prescribed by Stock Exchange/ SEBI.
6. Stock Broker/ Trading Member shall provide MTF only in respect of such shares, as may be permitted by Stock Exchange/ SEBI.
7. Stock Broker/ Trading Member shall liquidate the securities and other collateral, if the client fails to meet the margin call to comply with the margin requirement as specified by Stock Exchange/ SEBI/ Stock Broker/ Trading Member. In this regard, Stock Broker/ Trading Member shall also list down situations/ conditions in which the securities may be liquidated (Stock Broker/ Trading Member to list down situations/ conditions):
8. Stock Broker/ Trading Member shall not use the funds of one client to provide MTF to another client,

even if the same is authorized by the first client.

9. The stocks deposited as collateral with the Stock Broker/ Trading Member for availing margin trading facility (Collaterals) and the stocks purchased under the margin trading facility (Funded stocks) shall be identifiable separately and no comingling shall be permitted for the purpose of computing funding amount
10. IPF shall not be available for transactions done on the Stock Exchange, through MTF, in case of any losses suffered in connection with the MTF availed by the client.

**PRESCRIBED BY NATIONAL STOCK EXCHANGE
OF INDIA LIMITED (NSE)
CLIENT RIGHTS**

1. Client shall receive all communications in a mode mutually agreed between the broker and the client regarding confirmation of orders/trades, margin calls, decision to liquidate the position / security.
2. Client shall be free to take the delivery of the securities at any time by repaying the amounts that was paid by the Stock Broker to the Exchange towards securities after paying all dues.
3. Client has a right to change the securities collateral offered for Margin Trading Facility at any time so long as the securities so offered are approved for margin trading facility.
4. Client may close / terminate the Margin Trading Account at any time after paying the dues.

CLIENT OBLIGATIONS

1. Client shall, in writing in his own hand or in any irrefutable electronic method, agree to avail of Margin Trading Facility in accordance with the terms and conditions of Margin Trading Facility offered by the broker, method of communication for confirmation of orders/trades, margin calls and calls for liquidation of collateral/security/position.
2. Client shall inform the broker of its intent to shift the identified transaction under Margin Trading Facility within the time lines specified by the broker failing which the transaction will be treated under the normal trading facility
3. Client shall place the margin amounts as the Stock

Broker may specify to the client from time to time.

4. On receipt of 'margin call', the client shall make good such deficiency in the amount of margin placed with the Stock Broker within such time as the Stock Broker may specify.

5. By agreeing to avail Margin Trading Facility with the broker, client is deemed to have authorized the broker to retain and/or pledge the securities provided as collateral or purchased under the Margin Trading Facility till the amount due in respect of the said transaction including the dues to the broker is paid in full by the client.

6. Client shall lodge protest or disagreement with any transaction done under the margin trading facility within the timelines as may be agreed between the client and broker.

STOCK BROKER RIGHTS

1. Stock Broker and client may agree between themselves the terms and condition including commercial terms if any before commencement of MTF.

2. Stock broker may set up its own risk management policy that will be applicable to the transactions done under the Margin Trading Facility. Stock broker may make amendments there to at any time but give effect to such policy after the amendments are duly communicated to the clients registered under the Margin Trading Facility.

3. The broker has a right to retain and/or pledge the securities provided as collateral or the securities bought by the client under the Margin Trading Facility.

4. The broker may liquidate the securities if the client fails to meet the margin call made by the broker as mutually agreed of liquidation terms but not exceeding 5 working days from the day of margin call.

STOCK BROKER OBLIGATIONS

1. Stock broker shall agree with the client the terms and condition before extending Margin Trading Facility to such client. However, for clients who already have existing trading relationship and want to avail of Margin Trading Facility, stock broker may take consent in writing in his own hand or in any irrefutable electronic method after stock broker has communicated the terms and conditions of Margin Trading Facility to such existing clients.

2. The terms and conditions of Margin Trading Facility shall be identified separately, in a distinct section if given as a part of account opening agreement.

3. The mode of communication of order confirmation, margin calls or liquidation of position/security shall be as agreed between the broker and the client and shall be in writing in his own hand or in any irrefutable electronic method. Stock broker shall prescribe and

communicate its margin policies on haircuts/ VAR margins subject to minimum requirements specified by SEBI and exchanges from time to time.

4. The Stock Broker shall monitor and review on a continuous basis the client's positions with regard to MTF. It is desirable that appropriate alert mechanism is set up through which clients are alerted on possible breach of margin requirements.

5. Any transaction to be considered for exposure to MTF shall be determined as per the policy of the broker provided that such determination shall happen not later than T + 1 day.

6. If the transaction is entered under margin trading account, there will not be any further confirmation that it is margin trading transaction other than contract note.

7. In case the determination happens after the issuance of contract, the broker shall issue appropriate records to communicate to Client the change in status of transaction from Normal to Margin trading and should include information like the original contract number and the margin statement and the changed data.

8. The Stock Broker shall make a 'margin call' requiring the client to place such margin; any such call shall clearly indicate the additional/deficient margin to be made good.

9. Time period for liquidation of position/security shall be in accordance declared policy of the broker as applicable to all MTF clients consistently. However, the same should not be later than 5 working (trading) days from the day of 'margin call'. If securities are liquidated, the contract note issued for such margin call related transactions shall carry an asterisk or identifier that the transaction has arisen out of margin call.

10. The daily margin statements sent by broker to the client shall identify the margin/collateral for Margin Trading separately.

11. Margin Trading Accounts where there was no transactions for 90 days shall be settled immediately.

12. The stocks deposited as collateral with the stock broker for availing margin trading facility (Collaterals) and the stocks purchased under the margin trading facility (Funded stocks) shall be identifiable separately and there shall not be any comingling for the purpose of computing funding amount;

13. Stock Broker shall close/terminate the account of the client forthwith upon receipt of such request from the client subject to the condition that the client has paid dues under Margin Trading Facility.

TERMINATION OF RELATIONSHIP

1. The margin trading arrangement between the stock broker and the client shall be terminated; if the Stock Exchange, for any reason, withdraws the margin trading facility provided to the Stock Broker or the Stock

Broker surrenders the facility or the Stock Broker ceases to be a member of the stock exchange.

2. The MTF facility may be withdrawn by the broker, in the event of client committing any breach of any terms or conditions therein or at any time after due intimation to client allowing such time to liquidate the MTF position as per the agreed liquidation terms without assigning any reason. Similarly, client may opt to terminate the margin trading facility in the event of broker committing any breach of any terms or conditions therein or for any other reason.

3. In the event of termination of this arrangement, the client shall forthwith settle the dues of the Stock Broker. The Stock Broker shall be entitled to immediately adjust the Margin Amount against the dues of the client, and the client hereby authorizes the Stock Broker to make such adjustment.

4. After such adjustment, if any further amount is due from the client to the Stock Broker, the client shall settle the same forthwith. Upon full settlement of all the dues of the client to the Stock Broker, the Stock Broker shall release the balance amount to the client.

5. If the client opts to terminate the margin trading facility, broker shall forthwith return to the client all the collaterals provided and funded securities retained on payment of all the dues by clients.

POLICIES AND PROCEDURES PERTAINING TO DEALINGS WITH CLIENTS FOR EQUITY, DERIVATIVES, COMMODITY DERIVATIVES AND OPTIONS TRADING

1. REFUSAL OF ORDER(S) FROM THE CLIENTS INCLUDING FOR PENNY STOCKS:

Axis Securities Limited ("ASL") offers trading in most of the liquid stocks & commodities traded on the stock exchanges. Some of the stocks such as penny stocks i.e. stocks whose market price is less than their face value, scrips traded in physical mode or scrips which do not meet ASL's internal criteria may not be allowed by ASL for trading. "Penny Stocks" also include, scrips having large bid-ask spreads, low market capitalization due to unsound fundamentals, "Z" category stocks or stocks, which have high chances of manipulations. Also, the Exchanges from time to time provide a list of securities categorized as "Illiquid Securities". ASL may at its discretion or based on directives of the Exchanges may also restrict trading in illiquid securities from time to time. Any existing scrip enabled for trading may be deactivated by ASL as and when such scrips meet the criteria as defined by ASL for illiquid scrips, even if the Client had purchased the scrips through ASL. Further, ASL may also at any time, at its sole discretion as a risk containment or surveillance measure and without prior notice to the client, restrict client's on buy or sell or both. Any losses if any on account of such restriction shall be borne by the client only. Further, ASL may from time to time require compulsory settlement / advance payment of expected settlement value/delivery of securities/commodities for settlement prior to acceptance /placement of order(s) which are larger than ASL's internal decided limits. The client agrees that the losses, if any on account of such refusal or due to delay caused by such limits, shall be borne exclusively by the client alone.

2. CLIENT'S EXPOSURE LIMITS:

ASL from time to time may impose quantity and/or value limits on the orders that a client can place through its system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities/commodities in respect of which orders can be placed etc.). ASL may need to vary or reduce the limits or impose new limits urgently on the basis of risk perception and other factors considered relevant including but not limited to restrictions on limits on account of exchange/SEBI directions/limits (such as broker level/market level limits, security & commodity specific/volume specific exposures etc.). ASL may be unable to inform the client of such variation, reduction or imposition in advance. ASL shall not be responsible for consequences of such variation, reduction or imposition or the client's inability to route any order through ASL on account of any such variation, reduction or imposition of limits. Such exposure limits may be set upto a predetermined number of times of

the Margin (the "Multiple") and the quantum of the Multiple shall be decided at sole option or discretion of ASL. Such multiple may be changed at the discretion of ASL from client to client depending on various factors, which inter alia include factors like market conditions. Client shall abide by the exposure limits, if any, set by ASL or by the Exchange or Clearing Corporation or SEBI from time to time. The exposure limits set by ASL do not create any right in favour of the Client and are liable to be withdrawn at any time without notice and the client shall bear the loss on account of withdrawal of such limits. ASL may at any time, at its sole discretion and without prior notice, prohibit or restrict the client's ability to place orders or trade in securities/commodities through ASL, or it may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute/allow execution of orders due to various factors including but not limited to the reason of lack of margin/securities/commodities or the order being outside the limits set by ASL/Exchange/SEBI and any other reasons which ASL may deem appropriate in the circumstances.

Limits/Exposure provided shall vary based on the intraday profit /loss made by the client. Exposure limits against collateral/stocks/commodities shall be given only against approved securities/commodities as decided by the Exchanges/ASL from time to time and subject to such haircut and valuations as may be decided by ASL from time to time. ASL from time to time may change the applicable haircut or apply a haircut higher than that specified by the Exchanges. In case of equity derivatives and commodity derivatives, Clients shall be allowed to trade only upto the applicable client wise position limits set by the Exchanges/Regulators from time to time.

ASL from time to time may change the applicable haircut or apply a haircut higher than that specified by the Exchanges. ASL is entitled to include/appropriate any/all pay out of funds &/or securities/commodities towards margin/security without requiring specific authorizations for each payout. ASL is entitled to transfer funds from client account for one exchange &/or one segment of the exchange to his/her/its account for another exchange &/or another segment of the same exchange whenever applicable and found necessary by ASL. ASL may at its discretion deposit client margin money in fixed deposits with banks. Interest received on such Fixed deposits shall not be passed on to the client.

3. BROKERAGE RATE:

Brokerage will be charged within the limits prescribed by SEBI / Exchange. Further, statutory levies shall be charged as applicable. Schedule of Brokerage

currently applicable shall be as per Tariff sheet. The slab rate of brokerage shall be reviewed by ASL from time to time and may be changed in such manner as ASL may deem fit provided that the same would not contradict the regulatory provisions. ASL is entitled to charge brokerage within the Limits imposed by Exchanges.

4. IMPOSITION OF PENALTY / DELAYED PAYMENT CHARGES:

The client shall pay ASL settlement dues, brokerage, statutory levies (including any amount due on account of reassessment / backlogs etc.) and taxes etc. as are applicable from time to time. If the client fails to make payment of the amount due within the time frame specified by ASL, it shall be entitled to levy such charges by way of penalty or interest on delayed payment not exceeding at the rate of 18% per annum on amount due. This levy is only penal measure in case client defaults in meeting settlement and margin obligations and should not be construed as funding arrangement by the client and further the client cannot demand continuation of service on a permanent basis by citing this levy of delayed payment charges. Further, where ASL has to pay any fine or bear any punishment from Exchange or any authority in connection with/a consequence of/in relation to any of the orders/trades/deals/actions/inactions of the client, the same shall be recovered from the client. ASL shall not be liable to make payment of any interest or delayed payment charges on the credit balance, if any, lying in the client's ledger, margin account, deposit etc. with ASL. ASL may seek from the client to pay brokerage, all taxes, duties, levies imposed by any authority including but not limited to the stock and commodity exchanges, transaction expenses, incidental expenses such as postage, courier, physical document handling charges etc. as they apply from time to time to the client's account/transactions/services that the client avails from ASL.

5. THE RIGHT TO SELL CLIENTS' SECURITIES / COMMODITY OR CLOSE CLIENTS' POSITIONS, WITHOUT GIVING NOTICE TO THE CLIENT, ON ACCOUNT OF NON- PAYMENT OF CLIENT DUES:

ASL shall have the rights to square off the position(s) of the Client (Including the right to refer the matter to arbitration), sell client's securities, commodities, both unpaid commodities as well as collaterals deposited towards margins with no obligation of communicating the same to the Client, for nonpayment of margins or other amounts, including the pay in obligations, outstanding debts etc. and adjust the proceeds of such liquidation/close out, if any, against the clients liabilities/obligations/dues. ASL reserves the right to decide the order price keeping in view of the size of the order and the depth of the market.

If the client does not square off his open Intraday

positions before the specified time (currently 2.45 p.m for Equity and 4.30 p.m for Agri Commodities, 8.30 p.m for Internationally Link Agri Commodities and 11.00 p.m for Other Commodities or the client does not convert the open positions to delivery, ASL shall attempt to square off/close out the open positions on the same day before closure of the market. On the days of market volatility or when there are system issues, ASL shall have the right to change/modify the timings of square off by either pre-poning or postponing the same. Further, whenever any price of stock/commodity or underlying contract breaches the internally prescribed percentage change, ASL may at its discretion square off the existing open positions in the Margin segment(s) without giving any prior notice to the customers. However, ASL does not guarantee square off of open positions.

Clients solely are responsible for profit/loss from open positions. However in case of Intraday positions, ASL shall attempt to square off/close the open positions on the same day or in case of any difficulties/issues, on the next trading day. ASL does not guarantee square off of such open positions. Clients are solely responsible for profit/losses arising out of such positions.

The Client accepts to comply with ASL's requirement of payment of Margin/settlement obligations of the Client, immediately failing which ASL may sell, dispose the securities/ commodities already placed with it as Margin/lying in the beneficiary account of ASL and/or cancel pending orders and/or square-off all or some of the outstanding margin/ equity Derivative positions /Commodity derivative positions of the Client, as it deems fit at its sole discretion without further reference to the Client and any resultant or associated losses that may occur due to such square off/sale shall be borne by the Client. ASL shall be fully indemnified and held harmless by the Client in this behalf at all times.

The client shall ensure timely availability of funds/securities/commodities in designated form and manner at designated time and in designated bank, depository account(s), commodities account at designated place, for meeting his/her/its pay in obligation of funds, securities and commodities. If the client fails to maintain or provide the required margin / fund/ security/ commodity or to meet the funds/margins/ securities / commodities pay in obligations for the orders / trades / deals of the client within the prescribed time and form, ASL shall have the right without any further notice or communication to the client to take any one or more of the following steps:

- i. To withhold any payout of funds / securities / commodities.
- ii. To withhold / disable the trading / dealing facility to the client.
- iii. To liquidate one or more security(s)/commodity(s) of

the client by selling the same in such manner and at such rate which ASL may deem fit in its absolute discretion. It is agreed and understood by the client that securities/commodities here includes securities/commodities which are pending delivery/receipt.

iv. To liquidate / square off partially or fully the position of sale & / or purchase in any one or more securities / contracts / commodities in such manner and at such rate which ASL may decide in its absolute discretion.

v. To take any other steps which in the given circumstances, ASL may deem fit.

The client agrees that the loss(s) if any, on account of any one or more steps as enumerated herein above being taken by ASL, shall be borne exclusively by the client alone and agrees not to question the reasonableness, requirements, timing, manner, form, pricing etc., which are chosen by ASL.

In exercise of ASL's right to sell securities/commodities, the choice of specific securities/ commodities to be sold and/or orders to be cancelled shall be solely at ASL's discretion. Where the margin/security is made available by way of securities/commodities, ASL shall have the discretion to decline its acceptance as margin/security/commodity and/or to accept it at such reduced value as ASL may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as ASL may deem fit in its absolute discretion. The resultant or associated losses that may occur due to such squaring -off or sale of such securities/commodities shall be borne by the Client. Such liquidation or close out of positions shall apply to any segment/exchange in which the Client does business with ASL.

The client has to maintain applicable margin all the time i.e. till positions are open. ASL reserves the right to change/modify the margin requirements at any point of time and if the client fails to meet the margin requirements, ASL has the discretion to square off the open positions to the extent that the existing margin after deducting MTM losses meets the Initial Margin requirements of ASL for the remaining open positions. ASL may decide at its sole discretion to exercise or not to exercise the rights to square off the positions, that are failing to meet the margin requirements. Further, the client has been provided with tool/web page on the trading website through which he can ascertain details of his open positions, amount of margin blocked, margins required, MTM loss, margin percentage etc. The MTM losses and margin requirement displayed on these /web pages will be considered as demand for the additional margin required by ASL. ASL may not inform each and every client (one to one) regarding the margin requirements/additional margin top up calls/margin availability before squaring off the open positions. Clients are responsible/bound to monitor and review

their open positions and margin requirements all the times and furnish the additional margin to ASL before the positions are squared off by ASL.

Where there is breach in shares/underlying scrips/commodity specific market wide position limit (MWPL) as specified by Exchanges, client will not be permitted to take fresh positions in that share/underlying/commodity but he can square off his existing open positions. In case any of the positions limits (Client level, Trading Member level, Market wide level) are breached, ASL may initiate square off.

6. SHORTAGES IN OBLIGATIONS ARISING OUT OF INTERNAL NETTING OF TRADES:

The treatment of shortages shall be as below:

Equities:

a) Short Delivery to the Exchange for scrip at the broker level: In case of short delivery to exchange, the settlement happens as per the auction/close-out mechanism of Exchange and auction/close-out debit received shall be passed to the defaulting client who did not fulfill his selling obligation.

b) Short delivery of pay-out to internal clients who bought the scrip on that day due to internal shortage (Client to Client shortage):

The Valuation price shall be higher of, 1% above the closing price of Auction date in normal market of the exchange,

or

Highest traded price between Trade date and Auction date.

The defaulting client on sell side will be debited by the amount equivalent to the quantity short delivered multiplied by the valuation price. The client on the buy side will be credited by the same amount debited to defaulting client on sell date as computed above.

Commodities:

a) Short Delivery to the Exchange for Commodity at the broker level: In case of short delivery to Exchange, the settlement happens as per the auction/close-out mechanism of Exchange and auction/close-out debit received shall be passed to the defaulting client who did not fulfill his sell delivery obligation.

b) Short delivery of pay-out to internal clients who had bought the commodity due to internal shortage (Client to Client shortage):

The defaulting client on the sell side will be debited by the close out amount (close out price X quantity) that would have been debited by the concerned Exchange had the default in delivery of the particular commodity on the relevant settlement date took place on the Exchange, plus any penalty/charges that would have been levied by Exchange etc

All losses to the client on account of the above shall be borne solely by the client and ASL shall not be responsible for the same. In case of any claim against

ASL, the Client shall indemnify ASL in this regard. All the securities having corporate action will be settled on cum basis in favour of buyer. There will be no further communication for the same.

7. CONDITIONS UNDER WHICH CLIENT IS NOT ALLOWED TO TAKE FURTHER POSITIONS OR BROKER MAY CLOSE THE EXISTING POSITIONS OF THE CLIENT:

ASL has margin based Risk Management System (RMS) policy. Client may take margin exposure upto the amount of margin available with ASL. Client may not be allowed to take position in case of non-availability/shortage of margin as per RMS policy of the Company, securities/commodity breaching the position limits specified by the Exchanges/regulators from time to time, regulatory restrictions/directives and other conditions as may be specified by ASL from time to time in view of market conditions etc. The existing positions of the client are also liable to square off/close out without giving notice due to shortage of margin/non making of payment for their pay in obligation/outstanding debts. In the event of liquidation/square off of the open positions, the client shall be liable to pay for any resultant losses and all associated costs incurred by ASL. ASL may insist for additional margin. If the client's order is executed despite a shortfall in the available margin, the client, shall make up the shortfall suo moto immediately. The client further agrees that he/she/it shall be responsible for all orders (including any orders that may be executed without the required margin in the client's account) &/or any claim/loss/damage arising out of the non availability/shortage of margin/ non availability of /shortage of security as required by the stock broker & / or Exchange &/or SEBI.

ASL shall be entitled to include /appropriate any/all pay out of funds &/or securities/ commodities towards margin/security without requiring specific authorizations for each payout.

ASL may disable/freeze the account &/or trading facility/any other service, if in its sole opinion, the client has committed any unlawful activity or has acted in contradiction of the ASL Terms & Conditions for trading account or/is likely to violate any law, regulation, direction of an authority whether Indian or foreign or if ASL so apprehends.

ASL at any point of time and on its sole discretion and without prior notice to the client may prohibit or restrict client's access to trade in all securities/commodities or in any specific security/ commodity, either buy or sell or both. In case of securities/underlying/commodities in ban period, ASL may not accept further orders in contracts for such securities/underlying/commodity. This action of ASL may also impact the client from rolling over an existing position. ASL shall not be liable for any resultant losses. In case the client has given a

Power of Attorney to ASL, ASL may use its discretion to debit the bank accounts of the customer to recover dues/margin etc.

All losses to the client on account of the above shall be borne solely by the client and ASL shall not be responsible for the same. In case of any claim against ASL, the Client shall indemnify ASL in this regard.

8. TEMPORARILY SUSPENDING OR CLOSING OF CLIENT'S ACCOUNT AT THE CLIENT'S REQUEST:

The client may request ASL by giving 7 days prior notice in writing to suspend his account temporarily.

ASL may suspend/close the client account, if ASL observes any abnormal or suspicious activity in the client account through its monitoring and surveillance of the client account. ASL may also at any time, suspend or close the client account due to any action from SEBI (e.g. SEBI orders) or Exchange, Circulars or other regulatory direction/action. Further, ASL may also temporarily suspend/close the client account if there is no activity in the client account for a period of 24 months, as deemed fit by ASL from time to time. ASL/Client can also initiate closure of account by giving 30 days written notice. Further, ASL can withhold the payouts of client and suspend his/her trading account due to his surveillance action or judicial or/any regulatory order/action requiring client suspension.

All losses to the client on account of the above shall be borne solely by the client and ASL shall not be responsible for the same. In case of any claim against ASL, the Client shall indemnify ASL in this regard.

9. DEREGISTRATION OF A CLIENT:

ASL shall be entitled to deregister the client:

1. If the client breaches any terms, conditions for ASL trading account.
2. Upon the death, winding up, bankruptcy, liquidation or legal embargo placed on the client or is designated as a defaulter by a bank or an appropriate agency or any action or proceeding has been initiated by any relevant Regulation/Authority including without limitation to SEBI.
3. The client has misrepresented facts at the time of account opening or at the time of giving instructions to ASL or otherwise.
4. Any proceeding or investigation that involve the client or his/its properties, has been initiated or is ongoing.
5. The client has violated any law particularly the Securities law, Bye-laws, Rules and Regulations of the respective Stock Exchanges or Commodity Exchanges on which the client trades.
6. If the actions of the client are prima facie illegal/improper or such as to manipulate the price of any securities/commodities/derivatives or disturb the normal/proper trading in securities/ commodities/derivatives or disturb the normal/proper functioning of the market, either alone or in conjunction

with others.

7. On receipt of an order from the Regulatory authorities/SEBI/Police Authorities/Others.

8. If the client is declared as debarred entity by the regulatory authorities.

9. Where the client has not cleared debits in his/her account in prescribed time,

10. Irregular trading pattern from surveillance /Money Laundering perspective

11. Where the client is categorized as ineligible to transact due to being non- traceable, pending disputes, and any other circumstances leading to raising non confidence in client including return of undelivered couriers citing reason of no such person / addressee left /refusal to accept mails or Digital Contract Notes (DCN) failed (Bounced email) multiple times or non-updation of financial and other details viz email id, mobile no., land line, details or it is found to be belonging to a third person.

12. Under such other circumstances as ASL might think just and proper on case-to-case basis.

13. If the client is found to be KYC non-compliant.

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

15. If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable;

16. If the Client suffers any adverse material change in his / her / its financial position or defaults in any other agreement with ASL;

INACTIVE CLIENT ACCOUNT: A Client account will be considered as inactive if the client account does not record any trade or does not register any financial transaction like IPO, Bonds, Mutual Fund, Commodity etc., for a period of 12 months. Calculation will be done at the beginning of every month and those clients who have not traded even a single time or did not execute any financial transaction like IPO, Mutual Fund, Commodity etc. through Axis Direct in the preceding 12 months will be considered as inactive. If the account is tagged as a dormant/inactive then the surplus Funds or Securities/Commodities lying with ASL shall be refunded /returned to clients at his/her last known Bank account/DP account or at such other address as mentioned in the account opening form.

REACTIVATION: The client can reactivate his/her trading account by calling the Call centre (after due authentication) or by sending a request email from his/her registered email id or by submitting a physical letter duly signed. The company shall also have the discretion to reactivate a trading account, after doing adequate due diligence including ReKYC, as the company may consider fit and proper and as per regulatory requirement.

Client Acceptance & Acknowledgment: These policies and procedures may be amended / changed by ASL, provided the change is informed to the client through any one of the means or method like posting on the website of ASL or sending by speed post / courier / registered AD/ e- mail. These policies and procedures are to be read along with the client broker document signed and shall be compulsorily referred to while deciding any dispute / difference in claims in between client and ASL in any court of law, judicial / adjudicating authority, including arbitrator, mediator etc.

Annexure-I: Risk disclosures

RISK DISCLOSURES ON DERIVATIVES

- 9 out of 10 individual traders in equity Futures and Options Segment, incurred net losses.
- On an average, loss makers registered net trading loss close to ₹ 50,000.
- Over and above the net trading losses incurred, loss makers expended an additional 28% of net trading losses as transaction costs.
- Those making net trading profits, incurred between 15% to 50% of such profits as transaction cost.

Source:

1. SEBI study dated January 25, 2023 on “Analysis of Profit and Loss of Individual Traders dealing in equity Futures and Options (F&O) Segment”, wherein Aggregate Level findings are based on annual Profit/Loss incurred by individual traders in equity F&O during FY 2021-22.

Good Till Cancel policy:

1. ASL offers Good Till Cancel (GTD) order. GTD is an order facility through which a client can place buy and sell limit orders in equity and derivatives specifying the period for which the order instruction is valid. The period selected by the client shall be within the maximum validity date defined by ASL.

2. GTD orders can only be placed by specifying a limit price. GTD orders cannot be placed at market price.

3. Client shall ensure that necessary funds/margins are available to place GTD orders in their account for the unexecuted quantity of the order.

4. “Order Validity Date” means the date entered by the client while placing GTD orders. This date shall be equal to or less than the maximum validity date defined by ASL which will be subject to ASL’s predefined maximum validity. Client can choose the GTD order validity date as less than or equal to the maximum validity date defined by ASL. Client shall not be allowed to place orders with GTD validity beyond maximum defined validity date.

5. In case the GTD order validity date falls on a non-trading day, the order is expired by ASL on the last trading day which falls prior to such order valid date which is a non-trading day. Post the expiry, the status of

GTD order is updated as Expired (Closed).

6. Orders with GTD validity can be placed both during the market hours as well as post market hours.

7. Client can place maximum 20 GTD orders for a particular scrip and in all a client can place maximum 20 GTD orders across all eligible scrips.

8. Clients can modify the quantity or limit price of a GTD orders. Clients can modify the order only when the order is in 'Ordered status' (during market hours) or 'Requested status' (after market hours). "GTD Blocked" orders cannot be modified but can only be cancelled.

9. The Brokerage rates and applicable charges are same for normal transactions and GTD orders. Further, GTD orders shall be settled in the same manner as normal equity / derivative market transactions as per RMS policy & procedure.

10. Post Corporate Action, GTD orders will be validated against DPR (Daily Price Range) sent by the exchange. Before revalidating the order for next trading day (post corporate action), system will check for circuit limits and daily price range and would validate orders only within the circuit limit and daily price ranges. The orders which would get failed in circuit check and daily price range for next day pumping would be kept in system in "GTD Blocked" status for retry on subsequent trading day. Emails and SMS will be sent to the customers when the GTD orders fall short of Funds / Securities or Blocked due to price beyond DPR range.

11. The details of upcoming corporate actions are tracked on a daily basis. ASL verifies the corporate actions scheduled for the next 10 days and sends prior communication to clients who have already placed GTD orders in those specific scrips. ASL will track all such communication and will confirm that such communication is sent to all the clients having GTD orders at least one day before the ex-date.

Investor Charter – Stock Brokers (SEBI Prescribed)

VISION

To follow highest standards of ethics and compliances while facilitating the trading by clients in securities in a fair and transparent manner, so as to contribute in creation of wealth for investors.

MISSION

- i) To provide high quality and dependable service through innovation, capacity enhancement and use of technology.
- ii) To establish and maintain a relationship of trust and ethics with the investors.
- iii) To observe highest standard of compliances and transparency
- iv) To always keep 'protection of investors' interest' as goal while providing service.
- v) To ensure confidentiality of information shared by investors unless such information is required to be provided in furtherance of discharging legal obligations or investors have provided specific consent to share such information.

Services provided to Investors by stockbroker include

- I. Execution of trades on behalf of investors.
- II. Issuance of Contract Notes.
- III. Issuance of intimations regarding margin due payments.
- IV. Facilitate execution of early pay-in obligation instructions.
- V. Periodic Settlement of client's funds.
- VI. Issuance of retention statement of funds at the time of settlement.
- VII. Risk management systems to mitigate operational and market risk.
- VIII. Facilitate client profile changes in the system as instructed by the client.
- IX. Information sharing with the client w.r.t. relevant Market Infrastructure Institutions (MII) circulars.
- X. Provide a copy of Rights & Obligations document to the client.
- XI. Communicating Most Important terms and Conditions (MITC) to the client.

Rights of Investors

- I. Ask for and receive information from a firm about the work history and background of the person handling your account, as well as information about the firm itself (including website providing mandatory information).
- II. Receive complete information about the risks, obligations, and costs of any investment before investing.
- III. Receive a copy of all completed account forms and rights & obligation document.
- IV. Receive a copy of Most Important terms and Conditions (MITC)
- V. Receive account statements that are accurate and understandable.
- VI. Understand the terms and conditions of transactions you undertake.
- VII. Access your funds in a prescribed manner and receive information about any restrictions or limitations on access.
- VIII. Receive complete information about maintenance or service charges, transaction or redemption fees, and penalties in form of tariff sheet.
- IX. Discuss your grievances with compliance officer / compliance team / dedicated grievance redressal team of the firm and receive prompt attention to and fair consideration of your concerns.
- X. Close your zero balance accounts online with minimal documentation
- XI. Get the copies of all policies (including Most Important Terms and Conditions) of the broker related to dealings of your account
- XII. Not be discriminated against in terms of services offered to equivalent clients
- XIII. Get only those advertisement materials from the broker which adhere to Code of Advertisement norms in place
- XIV. In case of broker defaults, be compensated from the Exchange Investor Protection Fund as per the norms in place
- XV. Trade in derivatives after submission of relevant financial documents to the broker
- XVI. Get warnings on the trading systems while placing orders in securities where surveillance measures are in place
- XVII. Get access to products and services in a suitable manner even if differently abled
- XVIII. Get access to educational materials of the MIIs and brokers

XIX. Get access to all the exchanges of a particular segment you wish to deal with unless opted out specifically as per Broker norms

XX. Deal with one or more stockbrokers of your choice without any compulsion of minimum business

XXI. Have access to the escalation matrix for communication with the broker

XXII. Not be bound by any clause prescribed by the Brokers which are contravening the Regulatory provisions.

Various activities of Stock Brokers with timelines

S.No.	Activities	Expected Timelines
1.	KYC entered into KRA System and CKYCR	3 working days of account opening
2.	Client Onboarding	Immediate, but not later than one week
3.	Order execution	Immediate on receipt of order, but not later than the same day
4.	Allocation of Unique Client Code	Before trading
5.	Copy of duly completed Client Registration Documents to clients	7 days from the date of upload of Unique Client Code to the Exchange by the trading member
6.	Issuance of contract notes	24 hours of execution of trades
7.	Collection of upfront margin from client	Before initiation of trade
8.	Issuance of intimations regarding other margin due payments	At the end of the T day
9.	Settlement of client funds	First Friday/Saturday of the month / quarter as per Exchange pre-announced schedule
10.	'Statement of Accounts' for Funds, Securities and Commodities	Monthly basis
11.	Issuance of retention statement of funds/commodities	5 days from the date of settlement
12.	Issuance of Annual Global Statement	30 days from the end of the financial year
13.	Investor grievances redressal	21 calendar days from the receipt of the complaint

6. DOs and DON'Ts for Investors

DOs	DON'Ts
<ol style="list-style-type: none">1. Read all documents and conditions being agreed before signing the account opening form.2. Receive a copy of KYC, copy of account opening documents and Unique Client Code.3. Read the product / operational framework / timelines related to various Trading and Clearing & Settlement processes.4. Receive all information about brokerage, fees and other charges levied.5. Register your mobile number and email ID in your trading, demat and bank accounts to get regular alerts on your transactions.6. If executed, receive a copy of Demat Debit and Pledge Instruction (DDPI) However, DDPI is not a mandatory requirement as per SEBI / Stock Exchanges. Before granting DDPI, carefully examine the scope and implications of powers being granted.7. Receive contract notes for trades executed, showing transaction price, brokerage, GST and STT/CTT etc. as applicable, separately, within 24 hours of execution of trades.8. Receive funds and securities/ commodities on time, as prescribed by SEBI or exchange from time to time.	<ol style="list-style-type: none">1. Do not deal with unregistered stock broker.2. Do not forget to strike off blanks in your account opening and KYC.3. Do not submit an incomplete account opening and KYC form.4. Do not forget to inform any change in information linked to trading account and obtain confirmation of updation in the system.5. Do not transfer funds, for the purposes of trading to anyone other than a stock broker. No payment should be made in name of employee of stock broker.6. Do not ignore any emails / SMSs received with regards to trades done, from the Stock Exchange and raise a concern, if discrepancy is observed.7. Do not opt for digital contracts, if not familiar with computers.8. Do not share trading password.9. Do not fall prey to fixed / guaranteed returns schemes.10. Do not fall prey to fraudsters sending emails and SMSs luring to trade in stocks / securities promising huge profits.11. Do not follow herd mentality for investments. Seek expert and professional advice for your investments

<p>9. Verify details of trades, contract notes and statement of account and approach relevant authority for any discrepancies. Verify trade details on the Exchange websites from the trade verification facility provided by the Exchanges.</p> <p>10. Receive statement of accounts periodically. If opted for running account settlement, account has to be settled by the stock broker as per the option given by the client (Monthly or Quarterly).</p> <p>11. In case of any grievances, approach stock broker or Stock Exchange or SEBI for getting the same resolved within prescribed timelines.</p> <p>12. Retain documents for trading activity as it helps in resolving disputes, if they arise.</p>	
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Additionally, Investors may refer to Dos and Don'ts issued by MIIs on their respective websites from time to time.

7. **Grievance Redressal Mechanism**

The process of investor grievance redressal is as follows:

1.	Investor complaint/Grievances	<p>Investor can lodge complaint/grievance against stock broker in the following ways:</p> <p><u>Mode of filing the complaint with stock broker</u></p> <p>Investor can approach the Stock Broker at the designated Investor Grievance e-mail ID of the stock broker. The Stock Broker will strive to redress the grievance immediately, but not later than 21 days of the receipt of the grievance</p> <p><u>Mode of filing the complaint with stock exchanges</u></p> <p>i. SCORES 2.0 (a web based centralized grievance redressal system of SEBI) (https://scores.sebi.gov.in)</p>
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		<p><u>Two level review for complaint/grievance against stock broker:</u></p> <ul style="list-style-type: none"> • First review done by Designated body/Exchange • Second review done by SEBI <p>ii. Emails to designated email IDs of Exchange</p>
2.	Online Dispute Resolution (ODR) platform for online Conciliation and Arbitration	If the Investor is not satisfied with the resolution provided by the Market Participants, then the Investor has the option to file the complaint/grievance on SMARTODR platform for its resolution through online conciliation or arbitration.
3.	Steps to be followed in ODR for Review, Conciliation and Arbitration	<ol style="list-style-type: none"> 1. Investor to approach Market Participant for redressal of complaint 2. If investor is not satisfied with response of Market Participant, he/she has either of the following 2 options: <ol style="list-style-type: none"> i. May escalate the complaint on SEBI SCORES portal. ii. May also file a complaint on SMARTODR portal for its resolution through online conciliation and arbitration. 3. Upon receipt of complaint on SMARTODR portal, the relevant MII will review the matter and endeavor to resolve the matter between the Market Participant and investor within 21 days. 4. If the matter could not be amicably resolved, then the matter shall be referred for conciliation. 5. During the conciliation process, the conciliator will endeavor for amicable settlement of the dispute within 21 days, which may be extended with 10 days by the conciliator with consent of the parties to dispute. 6. If the conciliation is unsuccessful, then the investor may request to refer the matter for arbitration. 7. The arbitration process to be concluded by arbitrator(s) within 30 days, which is extendable by 30 days with consent of the parties to dispute.

8. Handling of Investor's claims / complaints in case of default of a Trading Member / Clearing Member (TM/CM)

Default of TM/CM

Following steps are carried out by Stock Exchange for benefit of investor, in case stock broker defaults:

- Circular is issued to inform about declaration of Stock Broker as Defaulter.
- Information of defaulter stock broker is disseminated on Stock Exchange website.
- Public Notice is issued informing declaration of a stock broker as defaulter and inviting claims within specified period.
- Intimation to clients of defaulter stock brokers via emails and SMS for facilitating lodging of claims within the specified period.

Following information is available on Stock Exchange website for information of investors:

- Norms for eligibility of claims for compensation from IPF.
- Claim form for lodging claim against defaulter stock broker.
- FAQ on processing of investors' claims against Defaulter stock broker.
- Provision to check online status of client's claim.
- Standard Operating Procedure (SOP) for handling of Claims of Investors in the Cases of Default by Brokers
- Claim processing policy against Defaulter/Expelled members
- List of Defaulter/Expelled members and public notice issued

NON-MANDATORY DOCUMENTS

ADDITIONAL TERMS & CONDITIONS (THIS DOCUMENT IS VOLUNTARY)

TRADING TERMS & CONDITIONS

These additional clauses (hereinafter referred to as "Document") shall be read in conjunction with the "Rights and Obligations" as prescribed by SEBI.

1. VERIFICATIONS:

1.1. Axis Securities Ltd, (hereinafter referred to as the Stock Broker), may adopt any process or procedure to verify the genuineness of the Client and the documents and information submitted by the Client from time to time and Client agrees to comply with such processes and procedures.

2. SECURITIES ACCOUNT:

2.1 The Client states that he has opened/agrees to open a valid and subsisting Securities account with the depository participant (Designated DP) namely with AXIS Bank Limited or with Axis Securities Limited to facilitate seamless settlement of transactions undertaken through the stock broker.

2.2 In the event of any change in the details of the Securities Account or any other relevant details, the Client shall first update such changes with the Stock Broker.

3. BANK ACCOUNT:

3.1 The Client states that he has opened/agrees to open a valid and subsisting Bank Account with the Designated Bank namely with AXIS Bank Limited to facilitate seamless settlement of transactions undertaken through the stock broker.

3.2. The Client agrees that the Stock Broker may in order to facilitate seamless Trading & settlement of transactions undertaken through the stock broker, at any time during the subsistence of Broking relationship relating to the subject matter of these presents, require the Client to open one or more bank accounts with a Designated Bank.

3.3. In the event of any change in the details of the Bank Account or any other relevant details, the Client shall first update such changes with the Stock Broker.

4. COMPLIANCE WITH APPLICABLE LAWS:

4.1. This Document shall be governed by and construed in all respects in accordance with the laws of the Republic of India.

5. AUTHORISED PERSON:

The instructions issued by an authorized representative, if any, of the Client shall be binding on the Client in accordance with the communication authorizing the said representative to deal on behalf of the said Client. In the event of authorized representative being replaced it shall be the

responsibility of the Client to inform the Stock Broker of the change, in writing, failing which the Client shall be responsible for the trade obligations arising out of the actions of both the old representative as well as the new representative.

If any transaction(s) under this Terms & Conditions with the Stock Broker, has / have been executed on behalf of the Client by any other person, not mentioned above and the same has / have been accepted by Client from time to time on the basis of the contract note(s) / bills / any other correspondence dispatched / communicated to the Client by the Stock Broker and / or by part or full settlement of the said transaction(s) by the Client, then such transaction(s) shall be deemed to be executed by the person authorised by the Client and the Client hereby agrees to ratify and accept all such or other actions of such persons and undertakes to meet all obligations arising from these transaction(s).

6. RISK DISCLOSURE:

The Stock Broker declares that it has brought the contents of the risk disclosure document to the notice of Client and made him aware of the significance of the said document and the Client has read, understood, appreciated and signed the risk disclosure documents of the Exchange and has retained a copy thereof.

The Client agrees and declares as follows, that:

(a) All monies, securities which the Stock Broker may hold on Client's account shall be held subject to a general lien for the discharge of Client's obligations to the Stock Broker.

(b) The Client shall not, acting alone or in concert with others, directly or indirectly, hold and control excess number of permitted Derivatives contracts as fixed from time to time by the Exchanges.

(c) 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 in excess of the number of permitted futures contracts as may be fixed from time to time by the Exchange. (d) The Client authorised the Stock Broker at the discretion of the Stock Broker, should the Stock Broker deem it necessary for the Stock Broker's protection to buy, sell or close out any part or all of the derivative contracts or any securities held in the Client's account with the Stock Broker. Any or all such incidental expenses incurred by the Stock Broker shall be reimbursed by the Client.

7. TRADING HOURS:

The Client shall trade during trading hours. However, under the After Market Order (AMO) facility, Client may place orders during off market hours, which may be entered into the Stock Brokers' Trading system at the start of the next trading session whenever the Stock Broker offers such facility. The Stock Broker reserves the sole right to offer and withdraw this facility at its discretion.

8. EXPOSURE LIMITS:

8.1. In determining the exposure limits set for the Client, the Stock Broker shall be entitled to take into consideration such factors as it may deem fit, including such risk and other factors as it may deem fit and proper.

8.2. In case the Client wants to avail of the trading facility (leveraged positions), an exposure limit as may be specified by the Stock Broker from time to time as a multiple of buying power available to the credit of the Client from time to time shall be provided during the same trading day. Buy and sell positions can be carried forward till specified time before closure of the business hours on the same day, before which the Client will have to provide funds/ securities, thereby taking or making the delivery or square off the positions. If the funds/securities are not made available before the stipulated time, the buy position shall be squared off at the discretion of the Stock Broker. Any shortfall in securities will be handled as per the Exchange/ Stock Broker norms. Gains or losses on account of square off/auction, auction charges, penalties, etc., shall be to the account of the Client.

9. MARGIN:

9.1. The Client shall meet the margin in the form of cash and/or in the form of Securities, fixed deposit or bank guarantee (the "Margin") as determined and approved by the Stock Broker from time to time, which shall be placed by the Stock Broker in such inter se proportion as may be notified by the Stock Broker from time to time.

9.2. To secure the performance of all its obligations entered into with the Stock Broker, the Client agrees and undertakes to place such cash, Securities or other acceptable security as may be approved, required and notified from time to time by the Stock Broker or the Exchange or as may be directed by SEBI from time to time, by way of Margin, and which in the case of Margin required by the Stock Broker may be higher than the Margin, if any, as prescribed by the Exchange. The Stock Broker may impose such additional Margin requirements on the Client in addition to those prescribed by the Exchange or SEBI from time to time.

9.3. The Stock Broker shall not be liable to pay any amounts to the Client, whether in the form of interest or otherwise in relation to the Margin placed including any ledger credit balance.

9.4. In the case where the payment by the Client towards the Margin is made through cheques or demand drafts issued in favour of the Stock Broker, transactions may be executed by the Stock Broker only upon realization of the funds of the said cheques or demand drafts at the discretion of the Stock Broker.

9.5. Shortfall in Margin:

(I) If payment/ Securities towards the Margin or shortfall in Margin is not received instantaneously to enable restoration of sufficient Margin in the Client's account all or some of the positions of the Client as well as the Securities of the Client placed with the Stock Broker as Margin or other Securities in possession or control of the Stock Broker may be liquidated by the Stock Broker as a risk containment measure after making reasonable attempt to inform the client for such top up margin. The resultant or associated losses that may occur due to such squaring off or sale of such Securities shall be borne by the Client. Such liquidation or close out of positions shall apply to any segment in which the Client does business with the Stock Broker.

9.6. Any reference in these terms for sale or transfer of Securities by the Stock Broker shall be deemed to include sale of the Securities, which form part of the Margin and/or such Securities of the Client, which are in possession, or control of the Stock Broker including Pledge Securities. In exercise of the Stock Broker's right to sell Securities, the Client agrees that the choice of specific Securities to be sold shall be solely at the Stock Broker's discretion.

9.7. Further, the Client agrees to keep itself 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 additional Margin immediately in addition to the Margin that may have already been paid or placed by the Client. The Client agrees that the Stock Broker in the absence of such payment or top-up, may as a risk containment measure be compelled to, in the circumstances square-off all or any open/outstanding positions, prevent any new orders from being placed and/or executed by the Client or take such other action as the Stock Broker may think fit and proper.

9.8 Any amendment in the percentage of Margin as required to be maintained shall be intimated by the Stock Broker to the Client by posting the updated required percentage of margin on Stock Broker's Website or by

such other means such as email/SMS as the Stock Broker may deem fit. The Client is required to replenish the shortfall in such Margin, if any, on demand of the same by the Stock Broker or otherwise, immediately.

9.9 All Margin placed by the Client may be invoked or utilized by the Stock Broker in such circumstances as may be permitted by the Exchange and/or by Regulations, Rules, Bye-laws or Circulars. In addition to the above all Margin may be appropriated or utilized in the event of any default by the Client and/or to set off against any liability of the Client to the Stock Broker or otherwise. ASL may at its discretion deposit client margin money in Fixed deposits with banks. Interest received on such Fixed deposits shall not be passed on to the client.

10.EXECUTION OF TRANSACTION REQUESTS:

10.1.The Client shall instruct the Stock Broker in relation to placing each order or instructing the Stock Broker in relation to each transaction it wishes to undertake on his/ its behalf through the Stock Broker, the teletrade facility, the online-trading facility, or at the various branch offices of the or its Sub-brokers.

10.2.In the event of an authorized representative of the client being replaced it shall be the responsibility of the Client to inform the Stock Broker of the change, in writing, failing which the Client shall be responsible for the trade obligations arising out of the actions of the old representative also.

10.3.As a precondition for the execution of purchase, subscription or sale or other orders which involves payment of Client's funds or delivery of Client's Securities, the Stock Broker may in its sole discretion.

(i)Require the Client to instruct the Designated Bank or the Designated DP to block the required funds / securities in the Bank Account or Security Account, in order to secure the payment of the purchase value of Securities purchased or to be purchased by the Client or other amount payable by the Client on the execution of the order; to secure delivery of any Securities sold, or proposed to be sold or redeemed by the Client.

10.4.The Stock Broker may at its discretion and to the extent permitted by the Exchange, be entitled to offset the purchase value of a purchase order/ transaction against the proceeds of the sale transaction executed by the Client through the Stock Broker and vice versa.

10.5.The Client is aware that in respect of transactions undertaken in a trade for trade segment of the Exchange, no netting off may be permitted by the Exchange even if the transactions are undertaken in the same settlement cycle.

10.6.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, a transaction order/request 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.

10.7. The Stock Broker shall be entitled to rely upon, any instruction, transaction request/order which the Stock Broker and / or its Authorised Person / Sub Broker reasonably believe in good faith to be given by and/or on behalf of the Client. The Client consents to the recording by the Stock Broker of any telephone calls to the Stock Broker in order to provide a record of the instruction, request or order.

10.8. In respect of the Future derivatives 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 representing marked to market losses.

10.9.The Client agrees that orders, instructions and other communications given or made over the telephone may be recorded by the Stock Broker. The Client also agrees that such recording and the Stock Brokers' 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. If the Stock Broker so chooses to record the orders, instructions and communications, he shall be free to store the same for such period of time as the Stock Broker deems fit and the Stock Broker may overwrite, erase or destroy such records at such intervals as it may deem fit. However, the Stock Broker shall retain the

relevant records till such period as the Regulations requires.

10.10. Stop loss or book profit level orders will need to be communicated to the Stock Broker by the Client at each order stage. The Client understands that standing instructions for stop loss or book profits may not be possible.

10.11. The Client acknowledges that the purchase / application instructions shall be processed by the stock broker only after sufficient funds to cover the purchase / application price and other costs and charges are received by the stock broker.

11. PURCHASE OF SECURITIES:

11.1. For execution of any purchase transaction, the Client would be required to have sufficient buying limits in the Bank Account and/or the trading account with the Stock Broker which shall be blocked at the time of processing purchase order. In the absence of sufficient buying power in the Client's Account any purchase order placed by the Client through the Web site or Tele trading facility of the Stock Broker may be routed through the terminal of the Stock Broker only upon the Client's transfers from the payment gateway of the Designated Bank to the Stock Broker.

11.2. The Client shall be responsible for all his orders, including any orders, which exceed the available limits in his Account(s). If the payment is not received for the transactions executed then the Stock Broker may square off such transaction(s), after making a reasonable efforts to inform the client about such short fall. In the event of the liquidation of the open positions, the Client shall be liable for any resulting losses and all associated costs incurred by the Stock Broker.

11.3. At all times, the Client agrees to make the payment of funds only in the name the Stock Broker titled "Axis Securities Limited" vide an account payee cheque with details of the Client code and the name of the Client mentioned on the reverse of the instrument. All Payment made shall be intimated to the Stock Broker by email.

11.4. At all times, the Client agrees to transfer the securities only to the designated depository account of the Stock Broker.

11.5. The Client agrees that the Stock Broker shall not be responsible for any loss, damages in respect of any funds / securities which are deposited & transferred to any account other than that of the Stock Broker's designated account under this Terms and Conditions.

12. SALE OF SECURITIES:

12.1. For execution of any sale transaction under cash and carry delivery products, the Client would be

required to have sufficient securities in the Securities Account with the Stock Broker or the Designated DP, which shall be blocked at the time of processing sale order.

12.2. The Client will be allowed to map Securities Accounts of the Client only and may be required to execute a DDPI in favour of a Stock Broker or Designated DP to facilitate seamless Securities payin operations. The delivery shall be accepted only and exclusively from this Securities Accounts of the Client.

12.3. The Stock Broker may, at its sole discretion, withdraw permission of short selling if any, of securities. In case the client is allowed by the Stock Broker to sell securities against future receivables, then client shall solely be responsible for consequences of Short delivery, if any.

12.4. All debits/charges, including but not restricted to auction charges stipulated by the Stock Broker due to short deliveries made by the Client shall be fully recoverable by the Stock Broker from the Client.

12.5. If the securities are not received on or before settlement date or securities received are not in deliverable state or due to any other reason whatsoever, Client is not able to deliver securities, the securities will be auctioned or closed out as per the rules of the concerned Exchange or as per the internal closeout procedure. Consequently, Client will be responsible for any resulting losses and all associated costs including penalty levied by the Exchange.

12.6. In case the Stock Broker is unable to recover any amount due from the Client from the Bank Account of the Client, then the Client agrees to pay the balance amount due without demur, on a demand being made by the Stock Broker in that respect.

12.7. In case the delivery is opted for by the Client, the same shall be given, subject to the Client providing the balance funds on account of the transaction to the Stock Broker's account in time.

12.8. In case of a Purchase, the Stock Broker shall deliver the shares to the Client within 24 hours of receipt of the same from the Exchange and further, subject to the full payment including past dues being received from the Client.

13. SETTLEMENT:

13.1. The Stock Broker's obligation to settle any transaction(s) or act on any requests/orders is conditional upon the Stock Broker having on or before the execution date and/or on due date for settlement, and/or as and when due to or demanded by the Stock Broker, all proper documentation and relevant Securities and/or funds in the Securities Account

and/or the Bank Account, as the case may be, necessary to complete the transaction concerned or to act upon that request. The Client agrees to pay all amounts / funds / provide Securities in respect of any transaction as they become due regardless of any right to set off or counterclaim and without withholding or deduction for any taxes of whatever nature, unless expressly required including without limitation, by applicable Exchange rules and regulations, laws, government authorities, courts, statutes, Bye-laws and Regulations as amended from time to time. All such amounts/funds/ Securities shall be free from any encumbrance or charges and the Client has a valid title on the same.

13.2. In relation to each order / request, the Stock Broker may in accordance with a power of attorney granted to the Stock Broker by the Client instruct the Designated Bank / DDPI the Designated DP to, earmark such cash and / or Securities in the Client's Bank Account or Securities Account (as relevant) to cover:

(i)The Client's order / request,(ii)any costs, taxes, levies or fees required in order to act on such request/order/or consequent to such request / order;(iii)such amount as the Stock Broker considers necessary in its sole discretion to cover any price fluctuation in the Securities that are the subject of the order executed including all types of margin; and(iv)all such other amounts in relation to each order/request executed. The Client also confirms that the Client shall further instruct and authorize the Designated Bank/Designated DP to process, honour the required payment/transfer instruction

13.3. Any Securities purchased pursuant to a request or order shall be credited to the Securities Account within one working day upon receipt and to the extent received from the Exchange / clearing house.

13.4. Any obligation of the Stock Broker to deliver cash or Securities to the Client shall be conditional upon receipt by the Stock Broker of the sale proceeds or deliverable Securities, as applicable, from the Exchange.

13.5. In case where a request/order is for any reason not executed or is partially executed, the Client authorizes the Stock Broker to instruct the Designated Bank and/or the Designated DP to release the earmarking in favour of client that portion of the transaction amount that relates to the request/order

that has not been executed.

13.6. The proceeds of all sales of Securities pursuant to any order or request will be credited to the Bank Account directly upon receipt from the relevant Exchange /clearing house and to the extent received and subject to such deductions or withholdings, to which the Stock Broker is entitled or as is required under the Applicable Laws.

14. CLOSE OUT:

14.1. In case of a sale on behalf of the Client, notwithstanding the margin position, if the Client fails to deliver the securities sold with valid transfer documents on the next day or before the pay-in date of the trade execution or before delivery day (as fixed by Exchange authorities for concerned settlement period), the position may go for exchange auction or the Stock Broker may close out the transactions in case of internal shortage. The cost of such transaction (i.e., close out), shall be deductible from the margin money of the Client and the Client agrees to make good the shortfall if any, immediately on being intimated of the shortfall by the Stock Broker. The loss on any such transaction, if any, will be to the account of the Client.

14.2. In case of debit balance in the client account, the Client authorises the Stock Broker to buy, sell or close out all or any part of the derivative contracts held in the Client's accounts as the Stock Broker may deem necessary as part of its risk containment measures at its sole discretion. Any and all such expenses incurred by the Stock Broker shall be to the account of the Client and shall be reimbursed to the Stock Broker.

15.FAILURE TO TAKE DELIVERY, INADVERTENT PROCESSING AND ERRORS:

15.1. In the event of an order or request being annulled by any Exchange, the Stock Broker shall have the right to cancel related order(s) / requests placed by the Client. 15.2. If, due to a merger, demerger, amalgamation, reorganization or other corporate action or book-keeping or data entry error, the Client sells more Securities than he actually owns or different Securities from what he owns, the Stock Broker shall not be responsible for any losses that the Client may incur by reason thereof. It shall be the responsibility of the Client to keep itself fully informed of any such merger, demerger, amalgamation, reorganization or other corporate actions.15.3. The Client is aware of and acknowledges that the electronic trading systems either at the Exchange or in the Stock Broker's offices may be vulnerable to temporary disruptions or failures. At times, due to unforeseen circumstances the Stock

Broker may not be able to execute the desired transactions (either the Client's own transactions or square off transactions for enforcing margins as provided in this Document on a timely basis). The Stock Broker does not accept responsibility for any losses that the Client may incur on such eventualities beyond the control of the Stock Broker. 15.4. The Stock Broker reserves the right to reject any order based on its risk perceptions.

16. CANCELLATION / MODIFICATION OF ORDERS:

16.1. When the Client places a request to cancel/modify an order / transaction, the cancellation/modification of that order / transaction is not guaranteed. The order / transaction request may be cancelled / modified if the Client's request for cancellation / modification of his/ her order / transaction request is received and the order / transaction request is successfully cancelled before it is executed. The same shall be subject to (i)the request/order not having been acted upon or executed by the Stock Broker and/or the Exchange and/or the Designated Bank and/or the Designated DP, as the case may be;(ii)the Stock Broker and/or the Exchange and/or the Designated Bank and/or the Designated DP, as the case may be, being able to make or allow any cancellation or modification to such order / transaction; and(iii)the Stock broker communicating a statement to the Client to the effect that it accepts such cancellation or modification. 16.2. The Exchange concerned may cancel / annul a trade suo-moto without giving a reason thereof. In the event of such cancellation, the Stock Broker shall be entitled to cancel relative contract(s) with the Client. 16.3The Stock Broker shall not be responsible for any order that is made by the Client by mistake and every order that is entered by the client through the use of the allotted user name and the security code(s)shall be deemed to be a valid order for which the Client shall be fully responsible.

17. CONFIRMATION:

17.1. Online trade confirmation, order cancellation confirmation will be made available to the Client on the system upon execution/cancellation of his order on the market or of an order placed by him through the Stock Broker's Internet trading system/ Securities Trading through use of Wireless Technology (STWT)/ Call & Trade/ branches. It is the responsibility of the Client to review upon first receipt whether delivered to him online, in the mail, SMS, web posting, by electronic mail or other electronic means. The Stock Broker shall issue to the Client a Contract Note for purchase/sale of

securities at the designated correspondence address and/or e-mail address provided by the Client as per client's request. The aforesaid information regarding order and trade confirmation shall be provided on the device of the client in case of STWT. In case a client uses Call and Trade facility to trade, the confirmation of the trade would be sent in the form of physical and/or Digital Contract Notes as required by the client.

17.2. In the event any trade confirmations, Statements or Contract Notes or any other Client communications are sent electronically, proper electronic log will be generated by the Stock Broker's System. In case the trade confirmations, statements or Contract Notes or any other Client communications are dispatched physically, then the proof of dispatch issued by the courier company shall constitute a proof of delivery of the above.

17.3. Unless specifically mandated to the contrary under Applicable Laws, the Stock Broker shall be entitled to send communications via electronic modes of communications. However, with respect to Contract notes the same shall be sent in electronic mode digitally signed, only if specifically agreed by the client. Further with respect to electronic communications, dispatch and receipt of the same, shall be governed by the provisions of the Information Technology Act, 2000.

17.4 All the clients who have opted for digital statements, the Client will be sent digital statement of funds and securities within prescribed time, the client can also view his/her/its transactions on our website. In case client wants to confirm the ledger balances over and above the ledgers sent to him/her/it, the same is available on the relevant sections of our website.

17.5 The Client hereby confirms that he /she is aware that the orders which are unusual and / or large and need to be executed using the Stock Broker's discretion. These orders are subject to manual review and consequently execution/reconfirmation of these orders may be delayed. The Stock Broker reserves the right to reject any order based on its risk perceptions.

17.6 Unless the Client informs the Stock Broker of the change of address for communication in writing, all notices, circulars, communications or mail shall be sent to the address last known to the Stock Broker.

18.DELAYED REPORTING OF TRANSACTIONS:

18.1. The Client acknowledges that where trades or transactions are reported late to the Stock Broker on account of any problems at the Exchange or for whatsoever reason, the Stock Broker in turn will be late in reporting of transactions to the Client.

19. MARKET DATA:

19.1. The Client understands that the Stock Broker, the Exchange as well as any other supplier of data assert a

proprietary interest in all of the market data furnished, whether directly or through the Stock Broker or otherwise. The Client understands that the Stock Broker/Exchange does not guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it. The Stock Broker/Exchange shall not be liable in any way for incorrect, misleading, incomplete or delayed data or information and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.

19.2. The Client shall not furnish market information provided by 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.

19.3. The Client is not authorized to resell or permit access to any materials made available by the Stock Broker or to make copies of such materials for sale or supply to or use by other persons. The Client will not delete copyright or other intellectual property rights notices from any such material.

20. INABILITY TO RECEIVE/ TRANSFER SECURITIES:

In the event of death or insolvency of the Client or his otherwise becoming incapable of receiving or paying for or delivering or transferring securities, the Stock Broker may close out the open transactions of the Client and the Client or his legal representatives shall be liable for any losses, costs and be entitled to any surplus which may result thereof.

21. RESTRICTIONS ON TRADING:

21.1. All orders placed by the Client with the Stock Broker to the extent that they relate to Securities which are required to be traded compulsorily in the dematerialized form shall only be for dematerialized securities. The Client shall convert the physical shares / Securities into the dematerialized form before undertaking any transaction relating to them through the Stock Broker. If due to any reason, the Stock Broker accepts orders for physical delivery, the same shall be subject to Applicable Laws, rules and regulations and such other processes and controls stipulated by the Stock Broker.

22. BROKERAGE COMMISSIONS AND FEES:

22.1. The Client agrees to pay the Stock Broker brokerage, SEBI turnover fees, GST and other taxes, transaction charges, STT, Stamp Duty as they exist from time to time and as they apply to his Trading account, on the transactions and services that he receives from the Stock Broker. The Brokerage and

commission charges as may be applicable shall be communicated by the Stock Broker to the Client either individually by email or by posting the charges on its website from time to time and shall apply depending upon the facilities availed by Client.

22.2 The Brokerage shall be paid in the manner intimated by the Stock Broker to the Client from time to time, including as a percentage of the value of the trade or as a flat fee, together with the GST as may be applicable from time to time on the same.

22.3. The Client hereby agrees to pay all costs, charges, expenses, damages, losses and other outgoings incurred or suffered by the Stock Broker as a result of the Client's default.

23. LIEN, NETTING AND SET-OFF:

23.1. The Stock Broker may in accordance with the power of attorney / DDPI granted, if any, to the Stock Broker by the Client instruct the Bank and / or the Depository Participant to transfer the Securities so held from the Client's accounts in any of the following circumstances or circumstances similar thereto:

(i) the Client commits a material breach; (ii) the Client fails to pay any moneys due and payable within 24 (twenty four) hours or within such time of demand by the Stock Broker as may be determined by the Stock Broker; (iii) bankruptcy, insolvency, winding up, liquidation or cessation of business of the Client; (iv) an insolvency petition is filed against the Client; (v) where, in the judgment of the Stock Broker, it is considered that such transfer is necessary for the protection of the Stock Broker as a risk containment measure

23.2. The Stock Broker shall have the right at its sole discretion, to determine which Securities and properties are to be sold and which contracts or positions are to be closed out and the order and stock exchange in which they are to be sold or closed out. 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 be entitled to recover from the Client any costs incurred in enforcing the lien. 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.

24. ACCOUNTS STATEMENT:

24.1. It is the responsibility of the Client to review upon receipt, whether delivered electronically or in hard copy, all account statements/ledgers.

24.2. Notices and other communications, including, but not limited to, margin and maintenance calls, shall be delivered or mailed to mailing address or the electronic mail address or by way of a Short Message

Service (SMS) to the mobile number provided by the Client.

25. TRANSACTIONS IN CASH AND DERIVATIVE SEGMENT:

25.1. In case of the Client undertaking the transactions simultaneously in cash and derivative segments.

(i) The shares received from the Exchange in the pay out of cash segment may at the discretion of the Stock Broker be considered for the Client's derivatives margin account to be utilized as margin for the derivatives transactions that the client may undertake.

The funds once blocked on the instructions of the Client or the Stock Broker in the connection with a transaction entered into or to be entered into by the Client with or through the Stock Broker shall be released only with the express written consent of the Stock Broker to the Designated Bank.

26. TELEPHONE RECORDING:

The Client is aware that the Stock Broker may record the conversations between the Client or its representative (in case of corporate clients) and the Stock Broker, either personally or over the telephone, and the Client hereby gives his consent to the Stock Broker to do so. The Stock Broker may rely upon such recordings as and when required to resolve disputes in connection with the trading transactions or for any other purpose whatsoever.

27. CONFLICT OF INTEREST:

27.1. The Client agrees that the Stock Broker is entitled to enter into any transaction with or for the Client or provide any service to the Client notwithstanding that it and/or any affiliates may have a material interest in the transaction or any resulting transactions or a relationship which gives rise to a conflict of interest.

28. LIMITATION OF LIABILITY:

28.1. Neither the Stock Broker, nor any of the affiliates of the Stock Broker nor their respective directors, officers, employees, agents shall in any circumstances be liable for any loss, cost, liability, expense or damage (including without limitation all legal fees and expenses) arising from:

(i) any act or omission in the course of or relating to the activities described in this Document; (ii) any act or omission including employees or directors of the Stock Broker or Authorised Person who perform services;

(iii) any use of or inability of the Client to avail of the services for reason whatsoever;

(iv) non-execution of order or request due to suspension, interruption, non-availability or malfunctioning of the relevant Stock broker's system(s) or service or the Exchange system(s) or service(s) for any reasons whatsoever; (v) any failure, interruption error, omission or delay in performance of their obligations or in the transmission / delivery of information resulting from acts, events or circumstances not within their reasonable control including but not limited to war, acts of terrorism, civil disorder, industrial disputes, natural calamities, floods, fire and other natural disasters, faults in the telecommunication network or internet or network failure, software or hardware malfunctioning; (vi) incomplete/incorrect data or information provided to the Stock Broker over the phone/internet or any other medium; (vii) inadvertent failure to execute order(s) / request(s) placed by the Client; (viii) any variation or reduction of exposure or turnover limits by the Stock Broker; (ix) non execution of any order or request, which in the sole opinion of the Stock Broker amounts to manipulative trade and / or price manipulation and / or artificial trades and or fraudulent trades and / or for any other breach of Applicable Laws or the Stock Broker's internal policies; (x) any error, omission, misrepresentation, non or inadequate disclosure in any report or other communication, prepared by the Stock Broker based on information obtained from public domain or any other sources believed by the Stock Broker to be true and accurate; (xi) unauthorized use of signatures of the Client by a third party; (xii) investments pursuant to any advice or research reports given by the Stock Broker; (xiii) any defects or imperfections or mechanical or other failure in relation to computer system, cable, telex, telephone or postal system or any other technological failures or defects; (xiv) any suspension, interruption, non-availability or malfunctioning of the relevant technology, systems and processes for any reasons whatsoever which may result in, inter alia, non execution of orders or any other instructions; (xv) any circumstances beyond reasonable control of the Stock Broker or (xvi) any Force Majeure Event.

28.2. Notwithstanding anything to the contrary stated in the Document or otherwise, the Client shall, before placing any orders or requests through the Stock Broker, keep himself/itself updated of any restrictions imposed by any authority and shall immediately intimate the Stock Broker about such restrictions before placing such order or request. If the Stock Broker inadvertently executes an order or request in breach of any restrictions, which was not intimated by

the Client to the Stock Broker prior to execution of such order or request, then all ensuing costs, damages, penalties, fees or other losses, arising out of such trade/transaction shall be entirely borne by the Client.

28.3. The Client shall at all times continue to be responsible for any request or order placed.

28.4. The Client affirms that the Client makes all trading decisions with reliance on its own judgment and the Stock Broker does not owe the Client any duty to provide advice on the merits or suitability of any investment/order/request. Any trading recommendations or market related or other information communicated to the Client is incidental to the provision of the services by the Stock Broker to the Client. The Stock Broker gives no representation, warranty or guarantee as to the accuracy or completeness of such information. Without limiting the generality of the foregoing, the Stock Broker will not provide the Client with any tax or legal advice of any kind and the Client will be responsible for obtaining its own advice from its advisors.

28.5. In the event the Client receives or accesses any investment research reports, computerized on-line services or any investment or other recommendations or advice from the Stock Broker or any affiliates of the Stock Broker, the same is on a no-liability, no-guarantee and no-obligation basis.

28.6. The Client acknowledges that the Stock Broker may from time to time allow the Client or his authorized representative to place orders/instructions for services pertaining to Stock Broking through the Stock Broker's Website, or through Mobile app or telephonically, through electronic mode and in such other manner as may be permitted under Applicable Laws and acceptable to the Stock Broker. The Client declares and confirms that the Client has, for the Client's convenience and after being fully aware of, and having duly considered the risks involved *inter alia* for routing orders over the telephone or the Stock Broker's Website/System, Mobile app, e-mail including the risk of misuse and unauthorized use of his/its Client ID and/or Username and the Password by a third party and the risk of a person hacking into the Client's Account on the Stock Broker's Website / System (which risks shall be borne fully by the Client) requested and authorised the Stock Broker to rely upon and act on such instructions. The Client agrees that he/it shall be fully liable and responsible for any and all unauthorised use and misuse of his/its Username/Client user identification number and the password. The Client is aware that the Stock Broker is agreeable to offer the Facility of transmitting the orders and instructions over the Stock Broker's Website / System 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 further declares and confirms that the Client is aware that the Stock Broker is agreeing to act on the basis of /only by reason of, and relying upon, the Client indemnifying the Stock Broker and that the Stock Broker would not have done so in the absence thereof.

29. Client Communication

Axis Securities Limited (ASL) recognizes the expectations of its customers with regard to privacy, confidentiality and security of their personal as well as financial information that resides with ASL. While information is the cornerstone of our ability to provide superior service, our most important asset is our customers' trust. Keeping customer information secure and using it only as our customers would want us to, is a top priority for all of us at ASL.

In the normal course of business/ to enhance customer experience and under certain circumstances we may be required to share the information given by you with the third parties on a need basis. We safeguard the customer's personal sensitive information, according to strict standards of security and confidentiality, any information our customers share with us. We would also impart your personal information wherever it is required to be disclosed under law to any of the governmental agencies or regulatory bodies.

By agreeing to avail the service offered by ASL you have agreed to the collection and use of your Sensitive Personal Data or Information by ASL. You always have the right to refuse or withdraw your consent at any point of time to share/dissemination of your Sensitive Personal Data or Information by contacting the ASL customer care. However, in such an event, you would avail only the basic services of ASL.

30. PROPRIETARY TRADING:

In the event that the Stock Broker commences trading on a proprietary basis, the notice of intimation of the same shall be published on the website and such publication shall constitute notice of the same to the Client.

31. SMART ORDER ROUTING AND MOBILE TRADING FACILITIES:

The Client hereby state that the client is interested to avail the Smart Order Routing facility & Securities Trading using Wireless technology of the stock broker. Before using the said facility(ies), the client shall read and understand the relevant regulatory guidelines and the stock broker's terms and conditions apply to understand the possible risk, his responsibilities and liabilities associated with Securities Trading using wireless Technology and Smart Order routing facilities before making use of these facilities as under:

Risks, Responsibilities & Liabilities associated with Securities Trading using wireless technology (Mobile Trading):

The client should also be conscious that using the Mobile Trading Service including sending instructions or messages and conducting transactions through Mobile Trading may carry extra risks and may not be as secure as using the Service including sending messages or instructions and conducting transactions via internet trading at www.axisdirect.in. Specifically, information and instructions (including inputting password for Mobile Trading) sent to the stock broker and any message, information and confirmation that the client receive from the stock broker through Mobile Trading is subject to the risk of being read, interrupted, intercepted, or defrauded by third party or otherwise subject to manipulation by third party or involve delay in transmission. The stock broker does not accept any responsibility or liability to the client or any third party for the consequences arising out of or in connection with using, accessing and conducting transactions through Mobile Trading. The client should therefore fully consider all the risks relating to the Service, especially the additional risks that may be involved before the client proceed to logon to Axisdirect Mobile Trading. Other terms are as under:

a. The Client agrees that the Stock Broker shall not be responsible for any variation, reduction or imposition of the terms or the Client's inability to route any order through Mobile Trading facility. b. The Stock broker shall be absolved of any liability in case of any failure or delay in the execution of any order or if the Stock broker is unable to receive or execute any of the requests from the client. c. The Client will be entitled to a Username and Password, which will enable him/her to access the Mobile Trading facility. The Client shall be responsible for keeping the Username and Password confidential and secure and will be responsible for all transactions. d. It will be the responsibility of the client to notify the Stock Broker immediately if he/ she suspects the misuse of the Mobile Trading in his/her account. If the mobile phone or SIM is lost, the client must immediately inform the stock broker and take action to deactivate the account. e. The use and storage of any information including, without limitation, the Password, transaction activity, account balances, securities balances and any other information or orders on the Client's Mobile shall be at the Client's sole risk. f. The Client undertakes to ensure that the Client remains the only user of the Username and Password and acknowledges and authorizes the Stock Broker to presume that any and all orders or instructions entered or communicated using such Username and Password are the Client's own orders and / or instructions. g. The

client shall be liable and responsible for all legal compliance and adherence of all commercial terms and conditions in respect of the mobile connection/SIM card/mobile phone and the stock broker does not accept / acknowledge any responsibility in this regard.

32. SUPPLEMENTAL TO RIGHTS AND OBLIGATIONS PRESCRIBED BY SEBI:

This document is supplemental to, and does not supersede, the Rights and Obligations as prescribed by SEBI. Save and except as modified expressly or by implication by this document, the Exchange Provisions or the terms of the Stock Broker's Internet Website, the provisions of the Rights and Obligations shall apply mutatis mutandis to the extent applicable to dealings between the Stock Broker and the Client pursuant to or otherwise relating to the Stock Broker's Internet Service.

DEFINITIONS:

In this Document (including the Recitals above), unless the context otherwise requires the following words shall have the following meanings:-

1. **"Account(s)"** shall mean the Bank Account and / or the Securities Account and / or the Trading Account as the context may require.
2. **"Account Application"** mean application submitted by the Client to open a Trading Account or the Know Your Client (KYC) form. It may also be referred as Client Registration Form.
3. **"Access Security Codes" or "ASC"** - mean the Client's user names, customer user identifications, Client logins, passwords, phone ids, T Pin , Digital signatures (by whatever name called) and such other identifications, codes, passwords, etc. including the revised or changed, that may be created by and for the Client to facilitate access to the trading system and availing of the services provided by the Stock Broker.
4. **"Document"** means this Document that the Stock Broker enters into with the Client read in conjunction with the Rights and Obligations as prescribed by SEBI, authorisations and other writings appended hereto, as amended from time to time.
5. **"Applicable Law(s)"** means applicable statutes, regulations, notifications, circulars, ordinances, requirements, directions, guidelines, announcements or other actions or requirements of an Authority including the Securities Contracts (Regulation) Act, 1956 and the rules thereunder, the Securities and Exchange Board of India Act, 1992 and all rules and regulations made thereunder, the rules, regulations and bye-laws of the Exchanges and all other relevant notifications / circulars issued by SEBI or the Exchanges as the case may be.
6. **"ASL" or "Axis Securities Limited"** means Axis Securities Limited a Company registered under the Companies Act, 1956 and a member of the BSE, NSE

MSEI, MCX & NCDEX having its Reg. office at Axis House, 8th Floor, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai – 400 025.

7. **“Axis Bank”** means Axis Bank Limited a banking company and also a Depository Participant registered with SEBI having its registered office at Ahmadabad and its Central office at Mumbai.

8. **“Bank Account”** means one or more savings and/or current accounts assigned for the purpose of availing services by the Client.

9. **“Brokerage”** means the amount charged by the Stock Broker to the Client as brokerage for a trade or transaction or for any other services.

10. **“BSE”** means the Bombay Stock Exchange Limited and includes the various segments of the Exchange.

11. **“Business Day”** means any day on which any of the Stock Exchanges, where the Stock Broker is authorized to trade, are operational.

12. **“Client Account /Account”** means an account opened by the Stock Broker in the name of the Client on its records and shall include the Bank Account and/or a Securities account in which the cash or securities of the Client are deposited in the name of the client.

13. **“Contract Note”** means the confirmation sent by the Stock Broker to the Client stating the shares or securities purchased and/or sold pursuant to the Client's instructions as prescribed by the Applicable Laws.

14. **“Designated Bank”** means bank designated by the Stock Broker and for which payment gateway is provided for facilitating Clients to transfer funds for their securities and other related transactions.

15. **“Designated DP”** means Axis Bank Limited and Axis Securities Limited as depository participant.

16. **“Exchange”** means the **BSE and / or the NSE and / or MSEI or MCX or NCDEX as the context may require.**

17. **“Exchange Provisions”** means the rules, byelaws, regulations, business requirement, specifications, handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes the Minimum Requirements Handbooks for ITORS prescribed by the BSE, as amended from time to time.

18. **“Rights and Obligations”** refers to the Rights and Obligations document as prescribed by SEBI.

19. **“NRI”** means a Non-Resident Indian as defined under Foreign Exchange Management Act, 2000.

20. **“NSE”** means the National Stock Exchange of India Limited, MSEI means Metropolitan Stock Exchange Limited and includes the various segments.

21. **“Password”** means codes used by the Client to validate his/her username and access the service.

22. **“Politically Exposed Person”** are the individuals who are or have entrusted with prominent public functions in a foreign country.

23. **“Power of Attorney”** or **“POA”** means the power of attorney over the Bank Account provided by the Client to the stock broker (ASL).

24. **“RBI”** means the Reserve Bank of India.

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

26. **“Securities”** includes:-

(i) “securities” as defined under the Securities Contracts (Regulation) Act, 1956; (ii) shares, scrips, stocks, bonds, warrants, convertible and non-convertible debentures, fixed return investments, equity linked instruments, money market instruments, treasury bills, units issued by the Unit Trust of India and/or by any mutual funds, mortgage backed or other asset backed securities, derivatives, derivative instruments, options, futures, foreign currency contracts, hedges, swaps and any other securities issued by any company or other body corporate, any trust, any entity, the Central Government, any State Government or any local or statutory authority and all money rights or property that may at any time be offered or accrue (whether by rights, bonus, redemption, preference, option or otherwise) and whether in physical or dematerialised form in respect of any of the foregoing or evidencing or representing rights or interest therein;

27. **“Securities Account”** means one or more account with the Designated Depository Participant opened or assigned for the purpose of availing services pursuant to this Document in accordance with the provisions of Clause 2.

28. **“Stock Broker's Internet/ITORS System”** means the web site hosted by the Stock Broker on the Internet through which the Stock Broker offers the ITORS/Internet Service and includes the hardware and software used for hosting and supporting the web site.

29. **“Stock Broker's Web Site”** or “website” shall mean www.axisdirect.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.

30. **“System”** means the system of web pages and ITORS/ Internet applications hosted by the Stock Broker through which the online Service is offered and also includes any other alternative systems for offering other investment products.

31. **“Tele Trading Facility”/“Trade on Phone”** means a facility provided by the stock broker whereby transaction request(s)/order(s) can be made through the Stock Broker's call centre or its dealing desk(s) across various branches.

32. **“Trading Account”** means the trading account opened by the Client.

33. **"Trading hours"** means such period of Business Day when the concerned exchange offers trading facility to its members including the Stock Broker.

34. **"Username"** means an alpha/numeric login identification used by the Client for accessing the Service.

35. "Authorised Person/Representative" means the person who is nominated as Authorised Signatory in case of Non Individual clients.

Terms & Conditions applicable only to clients availing of the Stock-Brokers Tele-Trading/ Trade on Phone facility:

To avail the Tele-trading Facility, the Client will be required to call on the specific number notified from time to time by the Stock Broker for the said purpose in writing or by publishing on its website or in such other manner as may be determined by the Stock Broker. Such numbers will be subject to change at the Stock Broker's discretion, which change shall be notified to the Client either through the Stock Broker's Website or in such other manner as may be determined by the Stock Broker.

1. The Client agrees to pay to the Stock Broker service fee if any, mentioned in the Tariff Sheet for using the Tele-trading Facility.

2. Before the commencement of the Tele-trading Facility, and except in the case of an individual or a sole proprietor applying in the capacity of an individual acting directly, the Client shall be required to provide details of the person(s) authorized on its behalf to operate the Client's account on behalf of the Client if permitted by the Stock Broker and if required by the Stock Broker, provide evidence, satisfactory to the Stock Broker in respect of the same.

3. Before being given access to the Tele-trading Facility, the Client, or any authorized person acting on behalf of the Client, may be required to provide accurate answers to the questions (if any) asked by the Stock Broker's personnel or system providing the Tele-trading Facility, for ascertaining the authentication of the caller as the Client or Client's authorized representative. The Stock Broker shall execute the request/order for the Client only after the Client's identity has been verified to the satisfaction of the Stock Broker. The Client shall ensure that the user identification details and password provided by the Stock Broker are not misused. The Client agrees to indemnify and hold the Stock Broker harmless and defended for any unauthorized usage of these details.

4. The Client hereby authorises the Stock Broker to use the Client identification/ registered telephone number/ user identification number/TPIN as intimated by the Client/ Client's authorized representative as method of verification of the

Client's identity as caller and accordingly for the purpose of taking instructions and executing the orders placed by such caller over the phone. All requests/orders placed by the Stock Broker on behalf of the Client in the manner prescribed above shall be deemed to have been authorized and placed by the Client himself/itself and shall be valid and binding on the Client. The Client understands that all methods of identification need to be prompt and strictly confidential to prevent any misuse and the Client shall be bound by all such transactions irrespective of any misuse. However, the Stock Broker is not bound to follow the verification process mentioned above and may proceed with acceptance of orders if the representative of Stock Broker is otherwise satisfied about the identity of the client.

5. In each request/order, the Client must indicate the Exchange on which the Client desires the order be executed. All day orders placed during market hours will be for the same day execution. Orders placed after market hours will be sent for execution to the Exchange on the next trading day.

6. 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.

7. The Client acknowledges that he/it is fully aware of and understands the risks associated with availing of the services for routing orders over the telephone including the risk of misuse and unauthorized use of his/its Client identification and/or username and/or TPIN by a third party. The Client agrees that he/it shall be fully liable and responsible for any and all unauthorized transactions and unauthorized use and misuse of his/its TPIN and/or username and/or user identification.

8. The Client shall ensure the availability of funds and securities/ Units in his/ her / its accounts intimated to the Stock Broker, required for meeting his/her/its pay in obligations, at the time of placing order through Tele trading executive. The Stock Broker shall not be responsible for any claim, loss/ damage arising out of non availability / shortage of funds / securities / Units in the Client's accounts for meeting the pay in obligation.

Terms & Conditions applicable to smart order routing:

Whereas the Stock broker is eligible to provide Smart Order Routing facility to clients as per the rules of the Exchanges & SEBI which allows the Trading Members' trading engines to systematically choose the execution destination based on factors viz. price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order.

Whereas the client is desirous of investing / trading in those securities admitted for dealing on the Exchange as defined in the Bye-Laws of the Exchange and has read the Rights & Obligations as prescribed by SEBI. Further for this purpose, the CLIENT is desirous of using Smart Order Routing facility which allows Member's trading engines to systematically choose the best execution destination based on factors viz. price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order.

Whereas the Stock broker shall establish & implement effective arrangement so as to ensure best execution for its clients taking into account factors viz. price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order.

Basic features of SMART ORDER ROUTING facility:

Whereas Stock broker shall route orders in a neutral manner.

Whereas the Stock broker has explained the best execution policy and its features for SMART ORDER ROUTING facility to the client and the same is provided separately to the client.

Whereas client has understood the features of best execution policy and given their consent for executing orders by using SMART ORDER ROUTING facility.

Whereas Stock broker shall carry out appropriate validation of all risk parameters before the orders are placed through the SMART ORDER ROUTING system.

Obligations/Rights:

1. Stock broker has formulated best execution policy in accordance with specifications provided by SEBI/Exchanges from time to time.

2. Stock broker agrees to send copy of this SMART ORDER ROUTING Terms & Conditions to the client.

3. Stock broker has brought the contents of best execution policy to the notice of client and made him aware of the significance of the said document. The client agrees that he has understood the contents of best execution policy.

4. Stock broker shall notify to clients of any material changes in its order execution policy. Such change needs to be preceded by a notice of 15 days. The mode of notice could be by physical written notice or by email or by posting on the website.

5. Stock broker shall demonstrate to their clients at their request, that it had ensured best execution of client orders in accordance with its best execution Policy.

6. Stock broker and client agrees that in case the client has availed Smart Order Routing facility and does not want to use the same for a particular order, the same shall be well documented by the Stock broker.

7. Stock broker shall ensure that alternative mode of trading system is available in case of failure of Smart Order Routing facility and client understands that in case of failure of Smart Order Routing facility alternative modes are available to him to place orders.

8. Stock broker agrees to maintain logs of all activities to facilitate audit trail. Stock broker shall maintain record of orders, trades and data points for the basis of decision. The Stock broker and the Client are aware of the provisions of Bye-Laws, Rules and Regulations of the Exchange relating to resolution of disputes/differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions. The provisions of this document shall always be subject to Government notifications, any rules, regulations, byelaws, circulars and guidelines issued by SEBI and Stock Exchange rules, regulations and Bye-laws that may be in force from time to time.

The terms & conditions entered into between the Stock broker and the CLIENT shall stand terminated by mutual consent of the parties by giving at least one month written notice.

Fixed brokerage plan: Terms & Conditions:

- 1.Trading account opening charges are Rs. 999/- for Resident Indian & Rs. 2,500/- for NRI & Non Individual (including recovery of charges incurred on franking/stamping of documents).
- 2.Stamp duty, GST, Securities Transaction Tax (STT), Exchange Transaction charges are charged as per the rates applicable.
- 3.Brokerage will be charged as per applicable rate subject to a minimum of Rs.25/- per executed order for RI & Non Individual & Rs. 50/- per executed order for NRI and a maximum of 2.5%. In case the minimum brokerage calculated comes to more than 2.5%, then the amount that will be charged as a brokerage will be limited to 2.5%. For securities quoting upto Rs. 10.00 per share, Brokerage will be charged at Rs. 0.03 per share, subject to minimum of Rs. 25/- per executed order and a maximum of Rs. 0.25 per share. In case the minimum brokerage calculated comes to more than Rs. 0.25 per share, then the amount that will be charged as brokerage will be limited to Rs. 0.25 per share.
- 4.The rates provided in this schedule are subject to change with 15 (Fifteen) days prior intimation.
- 5.Any penalty levied by Exchanges on the client's positions shall be recovered from the client's account (eg. penalty for short collection of margin), mark to market losses etc.
- 6.In case of delay in payment of trading related dues, Interest on Delayed payment will be charged at the rate of 18% per annum on debit balance including on interest already charged and not recovered.
- 7.For detailed terms & conditions, please visit www.axisdirect.in.
- 8.Delivery includes transaction in Cash & E-margin and Intraday includes transaction in Intraday & Cover.
- 9.Cash/Delivery transactions squared off on the same day will be charged brokerage at rates applicable for Intraday trades.
- 10.Intrinsic Value for call option is Spot Price – Strike Price and for put options it is Strike Price – Spot Price.
- 11.Futures Expiry charges (comprising of stamp duty etc.) are levied on the value of outstanding position (Outstanding Position * Settlement Price).
- 12.Exercise/Assignment Charges (comprising of stamp duty, STT etc.) are levied on the Settlement

value of the option. Exchange Transaction Charges on Options trades will be computed on premium amount.

13.All Intraday and E-margin transactions that are converted to delivery will be charged brokerages as applicable to Cash/Delivery trades.

14. Ledger debits on availing Margin Trading facility (E-margin) will attract Interest charge at the rate of 18% per annum, including on interest already charged and not recovered.

15. Transaction Charges will be charged @ 0.0031% for NSE and 0.0028% for BSE on turnover (except for BSE listed securities in "XC", "XD", "XT" segment where Transaction charges will be 0.1%). Applicable GST would be charged over & above Transaction charges

16. For scrips falling under "SS" and "ST" category of BSE, Transaction Charges will be charged @ 1.0% on turnover. Rate charged on the contract note shall be similar to "X" segment and the differential rate shall be recovered separately.

17. Additional brokerage for Encash product will be charged at "0.1%" over and above the existing cash brokerage.

Other Terms & Conditions:

18.Applicable Statutory charges are levied separately e.g. GST, STT, Stamp Duty, Exchange Transaction Charges, SEBI turnover charges etc.

19.Brokerage is computed on per share basis and is rounded off to the nearest paise, subject to a minimum brokerage of 1 paise per share.

20.System abuse charges, if any, as levied by Exchange(s) will be recovered from the respective clients.

21.The first Twenty calls to 'Trade on Phone service' in a calendar month shall be free of any service charge. All the subsequent calls to the 'Trade on Phone' number will be charged @Rs.20.00 per call to the client account. Applicable Brokerage charges for the transactions effected are extra.

22.The mode of sending Contract Notes shall be through emails and posting on website for the client who have opted for ECN.

Brokerage Plans Other Terms & Conditions:

1. The Plan validity is ("Validity Period") from realization of plan charges.

2. The Plan charges attract GST and will be charged upfront. Plan charges are non-refundable and will not be adjusted against future brokerage

or any other charges.

3. A client can subscribe to only one plan at any point of time.

4. This Offer is applicable to Resident Indians only. This offer is not applicable to Axis group employees.

5. All statutory / regulatory levies and other charges including but not limited to Securities Transaction Tax, SEBI Turnover Fees, Exchange Transaction Charges, Stamp Duty and GST shall be charged separately over and above the brokerage.

6. The plan will not be auto renewed unless otherwise specifically mentioned. After the completion of the validity period, the client will be shifted to Fixed brokerage plan.

7. In case of discontinuation of a plan by ASL, for those customers who have reached the Complimentary Delivery Turnover limit, ASL reserves the right to discontinue the plan with 15 days notice period. In such case the customer will be assigned the default Fixed brokerage plan.

8. For any disputes pertaining to the Offer, the decision of ASL will be final and binding.

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DEMAT CHARGES:

DESCRIPTION OF CHARGES	REGULAR ACCOUNT	BASIC SERVICES DEMAT ACCOUNT (BSDA)	BASIS OF RECOVERY
Account Opening Charge	Nil	Nil	NA
Account Closing Charge	Nil	Nil	NA
Annual Maintenance Charge**	Axis Bank Customer: First Year: No AMC, Second Year Onwards: Rs. 750/- Non-Axis Bank Customer: First Year: Rs. 350/- Second Year Onwards: Rs. 750/-	Holding Value: • Upto Rs. 4,00,000/- : NIL • From Rs. 4,00,001/- to Rs.10,00,000/- : Rs. 100/- • Above Rs.10,00,000/- : AMC for regular accounts will be applicable	AMC for existing Demat Accounts to be recovered up-front every year. New Accounts would be charged on pro-rata basis from the Next Day of Account Opening.
Demat Charges	Rs. 100/- per certificate	Same as per regular account	To be recovered through monthly bill
Remat Charges	Rs.200/- for every 100 securities or part thereof	Same as per regular account	To be recovered through monthly bill
Credit Transactions	Nil	Nil	NA
Debit Transactions	0.04% of the value of the transaction or Rs.25/- (per Instruction) whichever is higher.	Same as per regular account	To be recovered through monthly bill.
Failed / Rejected Instruction	Rs.10/- per Instruction	Same as per regular account	To be recovered through monthly bill.
Ad-hoc Statement	Rs.100/- per Statement	Same as per regular account	To be recovered upfront.
DIS Booklet Charge	First DIS Book (10 Leaves): NIL Additional Booklet(10 Leaves):Rs.100/-	Same as per regular account	To be recovered through monthly bill
Account Modification Charges	Modification in CML:Rs.25/-per request KRA Upload/ Download: Rs. 50/ -	Same as per regular account	To be recovered through monthly bill
Courier Charges per Demat / Remat/ Demat Rejection	Rs.100/-	Same as per regular account	To be recovered through monthly bill
PLEDGE SERVICES			
Creation / Closure / Invocation	0.04% of the value of the transaction or Rs. 50/- (per instruction) whichever is higher.	Same as per regular account	To be recovered through monthly bill
SPEED-e (Applicable for NSDL)			
SPEED-e Annual Maintenance charges	NSDL Charges (at actual)	NSDL Charges (at actual)	To be recovered through monthly bill
SPEED-e Debit Transactions	Rs.25/- per Instruction	Same as per regular account	To be recovered through monthly bill
Freezing Instruction on SPEED-e	Rs. 125/- per Instruction	Same as per regular account	To be recovered through monthly bill
Quarterly (Physical) Statement	Rs. 50/-	Rs.25/- per statement	To be recovered through monthly bill
MUTUAL FUND			
Debit Transactions	Rs.25/- per Instruction	Same as per regular account	To be recovered through monthly bill
Conversion of MF units represented by SOA into dematerialized form	NIL	NIL	To be recovered through monthly bill
	Rs.50/- per request as courier charges for mutual fund units.	Same as per regular account	
Reconversion of MF units into SOA	Rs.50/- per Instruction	Same as per regular account	To be recovered through monthly bill
Redemption of MF units through Participants	Rs.25/- per Instruction	Same as per regular account	To be recovered through monthly bill
Pledge Creation / Closure / Invocation	Rs.25/- per Instruction	Same as per regular account	To be recovered through monthly bill

Note: • In case of non-recovery of Demat service charges due to non-payment or inadequate balance in your linked bank account Or invalid bank account, the Depository services for your Demat account are liable to be discontinued. Any request for resuming the services will be charged at Rs. 200/- per request as activation charge. Services will be resumed in a minimum of 3 to 5 working days from the date of receipt of request with us and on payment of all dues including activation charge. • In case of cheque bounce, charges will be Rs. 350/-, • The above charges are exclusive of GST which will be levied as 'applicable' from time to time. • All charges mentioned above are inclusive of NSDL/CDSL charges including a settlement fee of Rs. 4/- per debit instruction for NSDL or Rs. 3.25 (For Female) and Rs. 3.50 (Other than female) per debit instruction for CDSL. • The above rates are subject to change with 30 days prior intimation. • The value of holding shall be determined on the basis of the daily closing price or NAV of the securities or units of mutual funds, as the case may be. Where such price is not available, the last traded price shall be taken into account and for unlisted securities other than units of mutual funds, face value shall be taken into account.

Terms And Conditions-cum-Registration / Modification Form for receiving SMS Alerts from CDSL [SMS Alerts will be sent by CDSL to BOs for all debits] (For Demat Account) Definitions:

In these Terms and Conditions the terms shall have following meaning unless indicated otherwise:

1. "Depository" means Central Depository Services (India) Limited a company incorporated in India under the Companies Act 1956 and having its registered office at 17th Floor, P.J. Towers, Dalal Street, Fort, Mumbai 400001 and all its branch offices and includes its successors and assigns.
2. 'DP' means Depository Participant of CDSL. The term covers all types of DPs who are allowed to open demat accounts for investors.
3. 'BO' means an entity that has opened a demat account with the depository. The term covers all types of demat accounts, which can be opened with a depository as specified by the depository from time to time.
4. SMS means "Short Messaging Service"
5. "Alerts" means a customized SMS sent to the BO over the mobile phone number.
6. "Service Provider" means a cellular service provider(s) with whom the depository has entered / will be entering into an arrangement for providing the SMS alerts to the BO.
7. "Service" means the service of providing SMS alerts to the BO on best effort basis as per these terms and conditions.

Availability:

1. The service will be provided to the BO at his / her request and at the discretion of the depository. The service will be available to those account holders who have provided their mobile numbers to the depository through their DP. The services may be discontinued for a specific period / indefinite period, with or without issuing any prior notice for the purpose of security reasons or system maintenance or for such other reasons as may be warranted. The depository may also discontinue the service at any time without giving prior notice for any reason whatsoever.
2. The service is currently available to the BOs who are residing in India.
3. The alerts will be provided to the BOs only if they remain within the range of the service provider's service area or within the range forming part of the roaming network of the service provider.
4. In case of joint accounts and non-individual accounts the service will be available, only to one mobile number i.e. to the mobile number as submitted at the time of registration / modification.
5. The BO is responsible for promptly intimating to the

depository in the prescribed manner any change in mobile number, or loss of handset, on which the BO wants to receive the alerts from the depository. In case of change in mobile number not intimated to the depository, the SMS alerts will continue to be sent to the last registered mobile phone number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of SMS alerts sent on such mobile number.

Receiving Alerts:

1. The depository shall send the alerts to the mobile phone number provided by the BO while registering for the service or to any such number replaced and informed by the BO from time to time. Upon such registration / change, the depository shall make every effort to update the change in mobile number within a reasonable period of time. The depository shall not be responsible for any event of delay or loss of message in this regard.
2. The BO acknowledges that the alerts will be received only if the mobile phone is in 'ON' and in a mode to receive the SMS. If the mobile phone is in 'Off' mode i.e. unable to receive the alerts then the BO may not get / get after delay any alerts sent during such period.
3. The BO also acknowledges that the readability, accuracy and timeliness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. The depository shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
4. The BO further acknowledges that the service provided to him is an additional facility provided for his convenience and is susceptible to error, omission and/ or inaccuracy. In case the BO observes any error in the information provided in the alert, the BO shall inform the depository and/ or the DP immediately in writing and the depository will make best possible efforts to rectify the error as early as possible. The BO shall not hold the depository liable for any loss, damages, etc. that may be incurred/ suffered by the BO on account of opting to avail SMS alerts facility.
5. The BO authorizes the depository to send any message such as promotional, greeting or any other message that the depository may consider appropriate, to the BO. The BO agrees to an ongoing confirmation for use of name, email address and mobile number for marketing offers between CDSL and any other entity.
6. The BO agrees to inform the depository and DP in writing of any unauthorized debit to his BO account/ unauthorized transfer of securities from his BO account, immediately, which may come to his

knowledge on receiving SMS alerts. The BO may send an email to CDSL at complaints@cdslindia.com. The BO is advised not to inform the service provider about any such unauthorized debit to/ transfer of securities from his BO account by sending a SMS back to the service provider as there is no reverse communication between the service provider and the depository.

7. The information sent as an alert on the mobile phone number shall be deemed to have been received by the BO and the depository shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert.

8. The depository will make best efforts to provide the service. The BO cannot hold the depository liable for non-availability of the service in any manner whatsoever.

9. If the BO finds that the information such as mobile number etc., has been changed with out proper authorization, the BO should immediately inform the DP in writing.

Fees: Depository reserves the right to charge such fees from time to time as it deems fit for providing this service to the BO.

Disclaimer: The depository shall make reasonable efforts to ensure that the BO's personal information is kept confidential. The depository does not warranty the confidentiality or security of the SMS alerts transmitted through a service provider. Further, the depository makes no warranty or representation of any kind in relation to the system and the network or their function or their performance or for any loss or damage whenever and howsoever suffered or incurred by the BO or by any person resulting from or in connection with availing of SMS alerts facility. The Depository gives no warranty with respect to the quality of the service provided by the service provider. The Depository will not be liable for any unauthorized use or access to the information and/ or SMS alert sent on the mobile phone number of the BO or for fraudulent, duplicate or erroneous use/ misuse of such information by any third person.

Liability and Indemnity: The Depository shall not be liable for any breach of confidentiality by the service provider or by any third person due to unauthorized access to the information meant for the BO. In consideration of the depository providing the service, the BO agrees to indemnify and keep safe, harmless and indemnified the depository and its officials from any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever which a depository may at any time incur, sustain, suffer or be put to as a consequence of or arising out of interference with or misuse, improper or fraudulent use

of the service by the BO.

Amendments: The depository may amend the terms and conditions at any time with or without giving any prior notice to the BOs. Any such amendments shall be binding on the BOs who are already registered as user of this service.

Governing Law and Jurisdiction: Providing the Service as outlined above shall be governed by the laws of India and will be subject to the exclusive jurisdiction of the courts in Mumbai.

I/We wish to avail the SMS Alerts facility provided by the depository on my/our mobile number provided in the registration form subject to the terms and conditions mentioned below. I/ We consent to CDSL providing to the service provider such information pertaining to account/transactions in my/our account as is necessary for the purposes of generating SMS Alerts by service provider, to be sent to the said mobile number.

I/We have read and understood the terms and conditions mentioned above and agree to abide by them and any amendments thereto made by the depository from time to time. I/ we further undertake to pay fee/ charges as may be levied by the depository from time to time.

I / We further understand that the SMS alerts would be sent for a maximum four ISINs at a time. If more than four debits take place, the BOs would be required to take up the matter with their DP.

I/We am/ are aware that mere acceptance of the registration form does not imply in any way that the request has been accepted by the depository for providing the service.

Terms & Conditions for requisition for DIS booklet through Website / Tele Depository & Transaction and Holding Statement through Website and / or by e-mail:

1.1 / We am / are aware that I / We will not receive the transaction statements in paper form.

2.1/ We agree that Delivery Instruction Slip (DIS) booklet requested through internet depository / tele depository services should be treated as request given by me / us in terms of the NSDL requirements entirely as to our risk & consequences. The Bank shall be absolved of its duties / liabilities if the DIS booklet requested is dispatched at my / our registered address for communications as recorded in above stated demat account (as intimated and recorded by DP from time to time) at applicable cost (if any) that the DP may now or subsequently prescribe.

3.1 / We will take all the necessary steps to ensure confidentiality and secrecy of the login name & password of the internet / e-mailed account.

4.1 / We am / are aware that the transaction statement may be accessed by other entities incase the confidentiality / secrecy of the login name and password is compromised. I / We take the entire responsibility of the same.

5.1 / We agree that the transaction statement are sent by email, I / We shall immediately inform the DP about change in e-mail address, if any.

6.1 / We agree and aware that DP shall have the right to terminate such service provided a written notice is given at least 10 days in advance and vice versa.

7.1 / We agree that the above terms and conditions are in addition to and not in contravention of the terms and conditions forming a part of the "Rights and Obligations of the beneficial Owner and Depository Participant" signed by me / us at the time of opening the Demat Account.

Linking of Bank account in new Demat opened for Dividend purpose. New Bank account opened or existing Axis Bank account (in case of 2-in-1 form) will be linked in Demat account for dividend purpose. In case customer wish to update some other Bank account number for dividend purpose, separate request for change of Bank account need to be submitted.

SMS Alert Facility Terms and Conditions (For Demat Account)

1.1 Definition

In these Terms and Conditions, the following terms shall have the following meanings: "Alerts" or "Facility" means the customized messages with respect to specific events/transactions relating to an Investor's Account sent as Short Messaging Service ("SMS") over mobile phone to the Investor; "Investor" means the person who holds an Account; "Account" means the demat account of the Investor with NSDL maintained through its Depository Participant; "ISIN" means an International Securities Identification

Number assigned to a security; "CSP" means the cellular service provider through whom the Investor or NSDL receives the mobile services.

1.2 Availability

1.2.1 NSDL at its sole discretion may discontinue the Facility at any time by providing a prior intimation through its website or any other medium of communication. NSDL may at its discretion extend the Facility to investors who register mobile phones originating outside India.

1.2.2 The Alerts would be generated by NSDL and will be sent to the investors on the mobile number provided by the investor and the delivery of the Alert would be entirely based on the service availability of the service provider and connectivity with other cellular circles of the CSPs or in circles forming part of the roaming GSM network agreement between such CSPs. The Alerts are dependent on various factors including connectivity and, therefore, NSDL cannot assure final and timely delivery of the Alerts.

1.2.3 The investor will be responsible for the security and confidentiality of his/her Mobile Phone and mobile phone number to be used for this Facility.

1.3 Process

1.3.1 This Facility provides Alerts to investors over mobile phones for the debits (transfers) that have taken place in their accounts, a day after the debit (transfer). These Alerts will be sent to those investors who have requested such a Facility and have provided their mobile numbers to their Depository Participants. Alerts will be sent if the debits (transfers) are up to five ISINs in a day. Investors who have provided their mobile numbers to Depository Participants but do not wish to avail of this Facility may do so by informing their Depository Participants accordingly.

1.3.2 The investor is duty bound to acquaint himself/herself with the detailed process for using the Facility and interpreting the Alerts for which NSDL is not responsible for any error/omissions by the investor.

1.3.3 The investor acknowledges that the Alerts will be implemented in a phased manner and NSDL may at a later stage; as and when feasible, add more Alerts. NSDL may, at its discretion, from time to time change the features of any Alert. The investor will be solely responsible for keeping himself/herself updated of the available Alerts, which shall, on best-effort basis, be notified by NSDL through its website or any other medium of communication.

1.4 Receiving Alerts

1.4.1 The investor is solely responsible for intimating in writing to his/her Depository Participant any change in his/her mobile phone number and NSDL will not be liable for sending Alerts or other information over his/her mobile phone number recorded with NSDL.

1.4.2 The investor acknowledges that to receive Alerts, his/her mobile phone must be in an 'on' mode. If his/her mobile is kept 'off' for a specified period from the time of

delivery of an Alert message by NSDL, that particular message may not be received by the investor.

1.4.3 The investor acknowledges that the Facility is dependent on the infrastructure, connectivity and services provided by the CSPs within India. The investor accepts that timeliness, accuracy and readability of Alerts sent by NSDL will depend on factors affecting the CSPs and other service providers. NSDL shall not be liable for non-delivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to the investor.

1.4.4 NSDL will endeavor to provide the Facility on a best effort basis and the investor shall not hold NSDL responsible/liable for non-availability of the Facility or non performance by any CSPs or other service providers or any loss or damage caused to the investor as a result of use of the Facility (including relying on the Alerts for his/her investment or business or any other purposes) for causes which are attributable to /and are beyond the control of NSDL. NSDL shall not be held liable in any manner to the investor in connection with the use of the Facility.

1.4.5 The investor accepts that each Alert may contain certain account information relating to the investor. The investor authorizes NSDL to send any other account related information, though not specifically requested, if NSDL deems that the same is relevant.

1.5 Withdrawal or Termination

1.5.1 NSDL may, in its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time. NSDL may suspend temporarily the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the temporary suspension of the Facility.

1.5.2 Notwithstanding the terms laid down in clause 1.5.1 above, either the investor or NSDL may, for any reason whatsoever, terminate this Facility at any time. In case the investor wishes to terminate this Facility, he/she will have to intimate his/her Depository Participant accordingly.

1.6 Fees

1.6.1 At present, NSDL is levying no charge for this Facility on the Depository Participants. The investor shall be liable for payment of airtime or other charges, which may be levied by the CSPs in connection with the receiving of the Alerts, as per the terms and conditions between the CSPs and investors, and NSDL is in no way concerned with the same.

1.7 Disclaimer

1.7.1 This Facility is only an Alert mechanism for the investors and is not in lieu of the Transaction Statements required to be provided by the Depository Participant to its clients.

1.7.2 NSDL shall not be concerned with any dispute that may arise between the investor and his/her CSP and makes no representation or gives no warranty with respect to the quality of the service provided by the CSP or guarantee for timely delivery or accuracy of the contents of each Alert.

1.7.3 The investor shall verify the transactions and the balances in his/her account from his/her Depository Participant and not rely solely on Alerts for any purpose.

1.7.4 NSDL will not be liable for any delay or inability of NSDL to send the Alert or for loss of any information in the Alerts in transmission.

1.8 Liability

1.8.1 NSDL shall not be liable for any losses, claims and damages arising from negligence, fraud, collusion or violation of the terms herein on the part of the investor and/or a third party.

OTHER TERMS & CONDITIONS

1. INDEMNITIES:

1.1. The Client agrees to and shall indemnify and hold harmless each of the Stock Broker against all costs (including legal costs and lawyers' fees), direct or indirect losses, expenses, damages, liabilities, penalties, fines and the like, which are directly or indirectly suffered/incurred by the Stock Broker and / or any of the indemnified persons due to:

(a) breach of representations and warranties; (b) misrepresentation or any of the representations and warranties becoming untrue (c) execution of incorrect / fraudulent instructions provided by the Client and / or his representative (d) any act or omission of the Stock Broker pursuant to any instructions received by the Stock Broker from the Client or any of his authorized representatives, in any form or manner, orally or in writing or through any facility provided by the Stock Broker, which the Stock Broker believes to have been sent by the Client or his authorized signatories; (e) any act or omission of the Stock Broker due to any fraudulent instructions to the Stock Broker; (f) the performance of the Stock Broker's duties or discretions (including but not limited to losses on account of acting upon and/or execution of the instructions or requests placed over the phone, facsimile, internet or other electronic means, due to any reason whatsoever) in client's account; (g) breach of any Applicable Laws by the Stock Broker arising out of any instructions given by the Client or his/its authorized representative to the Stock Broker; (h) any non-disclosures or misrepresentation or false statement made by the Client to the Stock Broker under this Document or Client Registration Form; (i) breach of any Applicable Laws by the Client; (j) any action taken against the Stock Broker, by any authority, issuer of third party

products or any third party which is attributable, directly or indirectly to any act or omission of the Client.

1.2. The Client acknowledges that he is fully aware of the risks involved in online trading activities, including the risk involved due to unauthorized access or any technical difficulties. The Client specifically agrees to hold the Stock Broker harmless from any and all the claims, and agrees that the Stock Broker shall not be liable for any loss, actual or perceived, caused directly or indirectly by government restrictions, exchange or market rulings / regulation, suspension of trading, war, earthquakes, flood, accident, power failure, strike, equipment failure, computer, communication line or telephone failure, system failure, equipment or software failure, security failure on the internet, unauthorized access, theft, or any problem, technological or otherwise or other conditions beyond the control of Stock Broker that might prevent the Client from entering an order or the Stock Broker, from executing an order. Client further agrees that he will not be compensated by the Stock Broker for "lost opportunity" via notional profit on buy /sell order which could not be executed. Furthermore, in a technical environment should an error occur with respect to the tracking of any account holding or order entry, then the true, actual and correct transaction or position is restored, it is the Client's responsibility to ensure account correctness and accuracy and to contact the Stock Broker, with respect to any discrepancy.

2. CONFIDENTIALITY:

2.1. The Client will treat as confidential (both during and after the termination of the relationship between the Parties) the advise, consultation and/or reports it receives from the Stock Broker or any information learned about the Stock Broker or from the Stock Broker that is not freely available in the public domain, including without limitation, its products or services. The Client will not disclose the same to any third party without the Stock Broker's prior written consent. These obligations shall not apply to information which (i) is, or becomes, known to the public, (ii) is received by the Client from a third party entitled to disclose it, or is disclosed to competent government authorities or courts or other tribunals in accordance with the requirements of Applicable Laws.

2.2. The Client acknowledges that the Stock Broker may receive confidential information about the Client. The Client hereby expressly consents that any such personal data/information and account information of the Client may be used by the Stock Broker for any of the following limited purposes:

(a) the processing of applications for services provided by the Stock Broker; (b) the provision, operation, processing or administration of any

services provided to the Client, and for data processing, statistical/risk analysis and other purposes; (c) conducting credit checks/ anti-money laundering checks (if applicable); (d) all other incidental and associated purposes relating to the provision of services; (e) for meeting the requirements to make disclosures in order to comply with any Applicable Law (including applicable anti money laundering laws, rules, regulations and guidelines), orders, judgment, decree, requisition, summon, notice or inquiry of or by any authority, any investigation agency, police or by any court, administrative or regulatory agency or commission, requisitions made by any auditor of the Stock Broker.

3. DEFAULT AND CONSEQUENCES THEREOF:

3.1. The Client agrees that he shall be deemed to have defaulted to the stock broker in circumstances including but not restricted to the following:

(a) Any delay in payment of dues, margins, charges or delivery of securities in respect of the transaction executed on behalf of the Client. (b) Any contravention of the terms. (c) Any misrepresentation or false statement or omission, or misleading information supplied by the Client to the Stock Broker.

3.2. In the event of default by the Client, the Stock Broker shall be entitled to any or all of the following courses of action.

(a) Take steps to immediately terminate the services.

(b) Other remedies as may be available in terms of the law in force, at that point of time.

(c) Charge of an amount that shall not exceed the losses incurred by the Stock Broker consequent to the default along with the interest at the rate mentioned in the Policy & Procedures document.

3.3. The Client agrees, that without prejudice to any other remedy or right prescribed in the presents, the Stock Broker may charge delayed payment charges at the rate of 18% per annum for any delay in payment of charges, margin or any other sum due to the Stock Broker as the case maybe.

4. NOTICES AND COMMUNICATIONS:

4.1. All notices or communications issued shall be served in any one or more or all of the following ways and such notice or communication shall be served on the address stated on the Client registration form or as informed by the Parties to each other from time to time.:

i. by normal post, ii. by registered post or courier, iii. under certificate of posting, iv. by express delivery post, iv. by affixing it on the door of the last known business or residential address, v. by electronic mail (e-mail), vi. fax, vii. by hand delivery

4.2. Any legal notices to be given or mandate shall be in writing. Such notice shall be deemed to have been

duly given or made when it shall be delivered by hand, post, email or telegram to the Parties at their respective addresses. If a Party changes any of the above referred addresses or information, it shall promptly advise the other Party.

4.3. Unless the Client informs the Stock Broker of the change of address for communication in writing, all notices, Circulars, communications or email shall be sent to the address last known to the Stock Broker.

5. GRIEVANCE REDRESSAL:

5.1. All Client complaints may be directed to the grievance redressal department of the Stock Broker or to such other person or department or the designated email address as may be notified by the Stock Broker from time to time for this purpose.

6. DISPUTE RESOLUTION:

6.1. The Stock Broker and the Client are aware of the provisions of bye-laws, rules and regulations of the Exchange relating to resolution of disputes / differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions. Any claim, dispute or difference arising between the Parties hereto which are subject to the rules and regulations of the Exchange, in respect of this Document or any contracts, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions pertaining to Stock Exchange transactions or the interpretation or construction shall be subject to the grievance redressal procedure of the Exchange and shall be subject to the arbitration procedure as prescribed by the Exchange Provisions.

7. GOVERNING LAW & JURISDICTION:

7.1. Subject to the provisions of clause [34], in matters where the Exchange is a party to the dispute, the Civil Courts at Mumbai shall have exclusive jurisdiction and in all other matters pertaining to Stock Exchange transactions, proper courts within the area covered under the respective Regional Arbitration Centre shall have jurisdiction in respect of the arbitration proceedings falling / conducted in that Regional Arbitration Centre.

7.2. In respect of any claims, disputes and differences arising out of internet trading between the client and Stock Broker, the seat of arbitration shall be the Regional Arbitration Centre within the area in which the client ordinarily resided at the time of relevant trading, provided however in respect of a nonresident Indian client, the seat of arbitration shall be the Regional Arbitration Centre in the area of which the correspondence office of the trading member is situated.

7.3. All contracts and Exchange transactions between the Stock Broker and the Client pursuant hereto shall

be subject to the Exchange Provisions, the Rules, Bye-Laws, Regulations, and other provisions of its clearing house, if any, the provisions of the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made thereunder and as amended from time to time.

8. FORCE MAJEURE:

8.1. The Parties to this Document shall be released from their respective obligations under this document in the event of any force majeure events.

9. TERMINATION:

9.1. The Parties shall be entitled to terminate the relationship without giving any reasons to the other Party, after giving notice in writing of not less than one month to the other Party.

9.2. Upon termination, this Document and all writings supplementing this Document entered into by and between the Parties shall stand terminated.

9.3. The termination of the relationship shall not affect any rights or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination and the same 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.

10. SURVIVAL:

10.1. The provisions relating to "*Compliance with Applicable Laws*", "*Brokerage*", "*Representations and Warranties of the Client*", "*Limitation of Liability*", "*Indemnity*", "*Termination*", "*Market Data*", "*Confidentiality*", "*Notices and Communications*", "*Dispute Resolution*", "*Governing Law & Jurisdiction*", "*Survival*" and "*Lien, Netting and Set-Off*", in this Document shall survive the termination of this Document. For the avoidance of doubt, the termination of this Document for any reasons whatsoever shall not affect in any manner the rights, obligations and liabilities incurred by the Parties prior to such termination.

11. SEVERABILITY:

11.1. In the event of any provisions of this Document being held to be or becoming invalid, unenforceable or illegal for any reason, this Document shall remain otherwise in full force apart from the said provision, which will be deemed deleted.

12. WAIVER:

12.1. No forbearance, relaxation, delay or inaction by any party any time to exercise any right, power or privilege or to require the performance of any provision of this Document shall in any way affect, diminish, operate as a waiver of, or prejudice the right of such party to exercise any right, power or privilege or to

require the performance of that or any other provision of this Document unless specifically agreed in writing.

13. MODIFICATIONS:

13.1. All modifications to this Document shall be intimated to the Client by a notice in writing either by email or web posting or by the way of a physical document. Such modifications shall be effective upon the expiry of 15 (Fifteen) days from such notifications.

13.2. If the rights and obligations of the Parties are altered by virtue of any change in the Applicable Laws, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the Parties mentioned in this Document.

14. OTHERS:

14.1. Nothing contained in this Document shall be construed to impose an obligation on the Stock Broker to perform any obligation under this Document, which is or may be in contravention of Applicable Laws or any binding judgment or order of any court or regulatory authority.

14.2. This Document is personal to the Client and any non-signatory shall not have the right to enforce it.

Representations and Warranties of Client:

The Client represents and warrants to the Stock Broker that:

1. All the information provided and statements made orally or in writing through any means, including but not limited to the client registration form, are true and correct and are not misleading and the Client is aware that the Stock Broker has agreed to enter into this Document with the Client on the basis, *inter alia*, of the statements made by the Client and the Client also agrees that if any of the statement(s)/ declaration(s) made herein are found to be incorrect, then the Stock Broker (which term for this clause includes any of its employees, directors, agents and representatives), shall not be held liable for any direct or indirect loss or damage caused to the Client by such wrongful declaration or misrepresentation.

2. The Client has the required legal capacity to, and is authorised to, enter into this Document, is capable of performing his obligations and undertakings hereunder, shall continue to perform and shall take all steps necessary to continue performing his/its obligations and undertakings hereunder and is not in any manner prohibited from dealing in Securities.

3. All actions required or desirable to be taken to ensure compliance with all the Applicable Laws also to enter into, exercise his rights and comply with his obligations in this Document have been taken or effected and are in full force and effect and will continue to be taken, including as to any approvals or authorisation required and as to disclosure requirements and regulatory reporting obligations and

the Client will provide proof of the same to the Stock Broker as may reasonably be required

4. There are no prior or pending criminal proceedings or proceedings related to financial crimes against the Client or investigations or enquiries or any negative reputation issues or any actions taken by SEBI, RBI, any exchange, any depository and / or any other authority involving the Client and in the event of any such issues or proceedings are commenced against him/it, he/it shall keep the Stock Broker informed of the same immediately without any delay.

5. Any instructions given by an authorized representative of the Client to the Stock Broker (or to the Stock Broker's representative) shall be binding on the Client.

6. The Client hereby represents and agrees that it shall not initiate, promote or participate in any unfair or manipulative market practices.

7. The Client agrees that he is trading for his own account as a principal and not as an agent on behalf of any other person, and shall not act as a Sub-Broker, Stock Broker or Authorised Person, without obtaining certificate of registration from the relevant authority as the case may be and informing the Stock Broker of any change in status.

8. The Client warrants that all or any securities deposited by him with the Stock Broker in respect of margin requirements or otherwise, are owned by him and that the title thereof is clear and free of encumbrances and that at the time of a transfer pursuant to any order or request and provision of any margin required, the Client will have the full and unqualified right and title to make such transfer or provide such margin and upon such transfer or provision of margin, the transferee will receive all right, title and interest in and to those investments, cash or Securities, free from any other interest.

9. The Client shall not close or freeze either the Bank Account or the Securities Account designated for the purposes under this Relationship or for availing services offered by the Stock Broker, if there are any pending obligations or dues to the Stock Broker.

10. The Client shall immediately furnish information to the Stock Broker in writing, including but not limited to any winding up/ insolvency petition or garnishee order passed against him/it and any other litigation / proceedings or circumstances/ investigation which may have material bearing on his/its capacity to perform his/its obligations under this Document and/or to invest.

11. The Client has the necessary infrastructure and / or equipment needed to avail the Stock Broker's ITORS/ Internet System and the Client shall be responsible for any losses consequential and / or incidental caused

due to the insufficient infrastructure and / or equipment to avail of the same.

12. Clients hereby declare that he is the ultimate operator of the accounts and he is not related to or associated with any of the Stock Brokers employees and agree that if Clients become any of such employees, client shall promptly notify the Stock Broker of the existence and nature of such association and acknowledge and agree that the Stock Broker may, upon receipt of such notice, at the Stock Brokers absolute discretion, terminate the account/relationship after giving 30 days notice.

13. The Client is fully aware of and shall comply with applicable legal and regulatory requirements for investments in Securities and that it is the sole responsibility of the Client to keep informed of any changes, updates or addition to Applicable Law and that the Stock Broker shall not be liable or responsible for any loss suffered or expense incurred by the Client as a consequence of any failure to do so.

14. The Client shall utilize the services offered by the Stock Broker solely for lawful purposes and will remain aware of and fully comply with, all Applicable Laws, rules and/or regulations including without limitation those relating to taxation, foreign exchange or capital control and reporting and filing requirements.

15. The Client nor any member of the Client's family is a Politically Exposed Person, a senior Public Figure or a Celebrity and that in the event of a change in status, the Client shall promptly inform the Stock Broker of the same.

16. The Client is aware that he/it has the option of not availing internet trading services and/or teletrade/mobile trading facility as are being offered by the Stock Broker, however being fully aware of all risks, the Client desires the convenience of such facility of transmitting orders and instructions over the Stock Broker's Website or telephone and has therefore opted for such service/facility of his / its own free choice and is willing and agreeable to bear all associated risks, responsibility and liability.

17. The Client is not a United States ("U.S.") person for purposes of U.S. federal income tax and that he/she/it is not acting for, or on behalf of, any U.S. person or a resident and / or citizen of any jurisdiction which restricts or prohibits sale of Indian Securities to its residents and/or citizens; that any false statement or misrepresentation of tax status by a U.S. person could lead to penalties under U.S. laws; and that the Client shall notify the Stock Broker of any change in status in the event that he / she becomes a U.S. citizen or a resident, immediately of such change in the status.

Stock Broker's Disclaimer: The Client agrees, understands, acknowledges and confirms:

1. That all decisions to avail services offered by the Stock Broker, make investments and divestments are based on the Client's own evaluation of his/its financial circumstances and investment objectives. This extends to any decision made by the Client on the basis of any information that may be made available by the Stock Broker through meetings with the Stock Broker's employees or personnel, research reports, the Stock Broker's Website or through any other media written or oral, online or otherwise. All decisions taken by the Client to invest or disinvest are independent of any advice, solicitation or information received by the Client from the Stock Broker and the Client assumes full responsibility with respect to all investment decisions and transactions.

2. That any investment advice rendered by the Stock Broker may not be consistent with and may in fact be different from the advice or decision of any affiliate or any other group entity of the Stock Broker.

3. That the Client shall not rely upon or make any investment decision based solely on recommendations, advice and research reports made available by the Stock Broker to the Client. The research reports are generic and are not designed for meeting specific Client objectives. Accordingly, if the Client desires to make an investment on the basis of any research report, howsoever available to him, the Client shall be bound to make appropriate inquiries to make an independent assessment as to whether the investment suits his investment objectives and risk appetite and shall seek independent professional advise and/or tax advice in relation to any investments. For the purpose of this clause and the following clauses, a research report shall be deemed to include any information that may be made available by the Stock Broker, its affiliates or any of their officers, employees or agents through any medium, including without limitation the Stock Broker's Website, E-mail, SMS, tele-trading Facility, or any other website as may be notified by the Stock Broker from time to time. All decisions taken by the Client to invest or disinvest are independent of any advice, solicitation or information received by the Client from the Stock Broker.

4. That the Stock Broker, its officers, directors, employees, Authorised Persons, Sub-broker will have no liability with respect to any investment decisions or transactions of the Client and that the Client shall neither hold nor seek to hold the Stock Broker or any of its officers, directors, employees, Authorised Persons, Sub-broker liable for any trading costs, losses or damage incurred by the Client consequent upon relying on any research report, investment information, research opinion or advice or any other material/information provided by the Stock

Broker.

5. That the Client is aware that any information provided by the Stock Broker through any medium based on the research of the Stock Broker or other external sources is subject to domestic and international market conditions and the Stock Broker does not guarantee the availability, performance or otherwise of any Securities or Third Party Products and such research reports are merely an estimation of certain investments, and the Stock Broker has not and shall not be deemed to have assumed any responsibility for any such information.

6. That the Stock Broker is not liable to provide any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment and that the Client should seek independent professional advice and/or tax advice regarding the suitability of any investment decision whether based on any research reports/advice or information provided by the Stock Broker through the Stock Broker's Website or otherwise.

7. That in the event the Client receives or accesses any investment research reports, computerized on-line services or any investment or other recommendations or advises from the Stock Broker or any employee or any official of the Stock Broker or affiliates, the same is on a no-liability, no-guarantee and no-obligation basis.

8. That any research material or report received, accessed or made available to the Client is for information purposes only and does not and shall not in any manner constitute a recommendation /solicitation /advise to buy or sell any of the Securities or for purchase, subscription, sale or redemption of any Units/ Third Party Products or as investment advice.

9. That acceptance of any application and issuance of any third party products shall be at the sole discretion of the issuer of such third party products.

10. That Securities and/or third party products are provided on an "as available" basis without representations or warranties of any kind, either express or implied, including, without limitation, those of suitability, liquidity, merchantability and fitness for any particular purpose.

11. That Securities and/or third party products may be subject to investment risks, market risks, lack of liquidity and possible loss of principal amount invested; past performance should not be considered as an indication or guarantee of future yields or results.

12. That all investment decisions taken by the Client to purchase, subscribe, redeem or sell any units or third party products shall be independent of any advise, solicitation or information received by the Client from the Stock Broker, which are rendered on a no-liability, no-guarantee and no-obligation basis and the Client

shall not hold the Stock Broker or any of its officers, directors, employees, agents, subsidiaries, Authorised Persons, Sub-broker liable in any manner whatsoever.

13. That the Stock Broker does not in any manner provide any guarantee payments on any securities or units or third party products; guarantee liquidity of any securities or units or third party products; solicit to buy back any securities or units or third party products; guarantee redemption or repayment of any securities or units or third party products on maturity; guarantee payments of interest or dividend; promise, indicate or guarantee any returns; guarantee any good delivery; and make any representations of any nature whatsoever in relation to the securities or units or third party products.

14. That the Stock Broker does not provide any accounting, finance, tax, legal or structuring advice to the Clients. The Client also acknowledges that the Stock Broker's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from the Stock Broker or any of its employees.

CONDITIONS GOVERNING TRADING IN SECURITIES OTHER THAN ON THE FLOOR OF THE STOCK EXCHANGE:

Whereas the Stock broker is also registered with the Association of Mutual Funds in India (AMFI) as a Mutual Fund Distributor.

And whereas the Stock broker is providing a facility through its Online services to apply/ purchase/ redeem/sale or otherwise deal in the units of Mutual Funds and securities (hereinafter referred to as 'transactions') through its website as defined above

And whereas the Client is desirous of availing the facility of the said Transactions and such other facilities offered through the stock broker's website.

1) The Client shall authorize the stock broker by executing a Power of Attorney in the favour of the stock broker to execute instructions of the Client or its authorized representative with regard to the transactions. All instructions given by the Client / its authorized representative shall be binding on the Client. The stock broker may furnish a certified copy of the Power of Attorney and other documents on behalf of the Client to the Registrar / Mutual Fund or any third party.

2) The Client agrees that the instructions with regard to the transactions may be in the Client's sole name or in the name of the Client jointly with other persons.

3) In case of Mutual Funds, the Client agrees and acknowledges that the stock broker shall provide the facilities as provided in this Terms & Conditions only in respect of the select Mutual Funds, with whom the stock broker has entered into a separate arrangement/

agreement.

4) Further, any change in the details of the Client including but not limited to the Demat account, Bank Account, Address, shall be first intimated to the stock broker who may in turn liaise with the Issuer Company / Mutual Fund / Asset Management Company or its respective Registrars to update such changes. The Issuer Company / Mutual Fund / Asset Management Company or its respective Registrars may reject such requests and in such an event the stock broker shall not be liable for any such rejection.

5) The Client acknowledges that the purchase/application instructions shall be processed by the stock broker only after sufficient funds to cover the purchase / application price and other costs and charges are received by the stock broker.

6) If after execution of any transaction it is for any reason found that the stock broker has not been provided with sufficient funds by the Client, the Client shall pay the deficient amount to the stock broker forthwith on demand, failing which the stock broker may (but shall not be bound to) square up the transaction at any time at the Client's sale risk and cost. Any loss arising on such squaring up will be borne solely by the Client and the Client shall pay to the stock broker the additional amount that may be payable by the Client, the stock broker's demand being conclusive.

CONDITIONS GOVERNING INVESTING IN IPO

1. The Client undertakes to read all the relevant offer documents and terms and conditions of all Initial Public Offerings, Follow up offers, Buy Back Offers, other investment products etc before entering into any transactions.

2. The Stock Broker or the concerned Issuer/Agency or their respective registrars may entertain online transaction requests and/or requests made through telephone in the manner provided under these terms and conditions or on the Website.

3. For change of address and personal details of the Client, the Client shall send a letter to the Stock Broker duly signed by himself and all the co-holders (if applicable) with relevant proofs, wherever required.

4. The Client is requested to check up the personal and bank related details provided by him. Neither the Stock Broker nor any of the Issuers/Agency chosen shall accept any liability that may arise as a consequence of the erroneous information provided by the Client.

5. In case of Initial public offer, follow up offer etc. transactions shall be accepted by the Stock Broker only if the same is received by the cutoff date as indicated on the Website and consistent with the terms of the offer.

6. The Client can view his/her/its transactions on the Website.

7. The Stock Broker does not accept any liability for delay in processing time at the Issuer's/Registrar's end.

8. It is explicitly stated herein that the Stock Broker has not recommended any offers offered by the Stock Broker on the Website or otherwise.

9. Neither the Stock Broker nor the concerned Issuer shall be liable for any failure to perform its obligations, to the extent that such performance has been delayed, hindered or prevented by systems failure, network errors, delay or loss of data and in circumstances of acts of God, fire, floods, earthquake, tsunami, epidemics, quarantine, riot, civil commotion, act of terror, war, and act of state.

10. Subscription to Initial Public Offerings (IPO) and follow on offers: The Client agrees that in the event of the Client applying for IPO through the Website or otherwise through the Stock Broker, the Stock Broker shall not be held responsible for non allotment of securities either fully or partly to the Client, for any reason whatsoever. The Stock Broker shall not be held responsible for any reason whatsoever if the bid/application/revision instruction sent by the Client is not received by it, or if the bid/ application/revision could not be uploaded to the Stock Exchange, or could not be sent to the Banker / Registrar to the issue. The Stock Broker shall not be held responsible for non-receipt or delay/incorrect receipt of refund, if any, from the Issuer Company. The Stock Broker shall not be held responsible for incorrect Tax deduction at Source by the Issuer Company, if applicable, or for non-receipt or delay/incorrect receipt of TDS certificate, if any, from the Registrar/ Company.

11. The Stock Broker shall not be liable for any failure or for any loss, damage or other costs arising in any way out of:

a) System failure including failure of ancillary or associated systems or fluctuation of power, or other acts of God / force majeure;

b) Accident, transportation, neglect, misuse, errors, frauds by the Client's or agents or any third party; or

c) Any fault in any attachments or associated equipment of the Client;

d) Any incidental, special or consequential damages including without limitation of loss of profit.

Terms and Conditions: Equity SIP

Product related: 1. Facility shall mean EQUITY SIP facility offered by ASL on its trading platform whereby the client instructs ASL to place buy transactions on Exchange in specific securities in predetermined quantities or amounts at periodic intervals over a fixed period of time., 2. ASL shall at its sole discretion decide to add or disable or withdraw a particular security to/from the eligible list for the facility with or without providing notice to the clients and without assigning any reasons thereof.,

3. In case of Amount based EQUITY SIP, since the quantity of shares has to be specified in the order being placed, the same shall be derived with the following logic: Quantity of shares = SIP Amount / {Market price + 3% of Market Price (buffer)}. Any fractional quantity will be ignored and an Order will be placed on the balance quantity. A buffer of 3% on the prevailing market price would be considered to adjust the fluctuation in the price movement of the stock after the order is released to the Exchange., 4. If the SIP amount is less than the market price of 1 share of specified stock, then the SIP order would not be sent to exchange on that day., 5. The updated list of securities enabled for the facility would be made available to the Client, by placing the same on the AxisDirect website., **Order Placement:** 6. The choice of Exchange and time for placement of EQUITY SIP order on the Exchange platform on the frequency day shall be at the discretion of ASL., 7. The EQUITY SIP request by the client on the AxisDirect website can be placed only for one security at one time., 8. ASL shall place orders on the basis of the requests received from the client subject to availability of required funds in the client account at the time of order placement on to the Exchange to fulfill the obligations arising out of such order., 9. Only market orders will be placed at the time of placement of orders on the Exchange under the Facility and the orders will be executed at the available prices as per the order matching rules of the Exchanges., 10. The orders would be placed only on trading days. If a frequency date falls on a Trading holiday, then the orders would be placed on the next trading day, by ASL., 11. The Order will be placed from the start date selected by the client., 12. The client agrees that ASL shall have the right to decide the timing for placing the order(s) on the Order placement day., 13. The Client shall be able to modify the Quantity, Amount and Period of the existing SIP request through AxisDirect website or through the Trade on Phone facility. The client would also be able to 'Pause' and 'restart' existing SIP request through AxisDirect website or through the Trade on Phone facility., 14. The client would be able to cancel the existing active SIP request. Once the SIP Request is cancelled, all future orders against such SIP Request would be cancelled. However, once ASL internal process for generation of the orders for the current frequency day is initiated then order(s) for that day cannot be cancelled or modified by the client., 15. In case EQUITY SIP order of the client is not placed for an uncertain / long period due to the any reasons e.g. disablement of the security etc, ASL shall have the right to cancel the future Equity SIP instructions of the client for that security., 16. If the client's trading account is deactivated due to any reason, then the Equity SIP orders will also get terminated during the period when the deactivation is in force., 17. The brokerage will be charged as per applicable rates for delivery (Cash)., **General:** 18. ASL is only acting as the agent for the purpose of placing orders on the basis of the instructions

received from the client. The execution of trades happens on the Exchange platform depending upon the order matching mechanism of the Exchange. Thus there is a possibility that orders may be executed only partially or may even remain unexecuted., 19. Investment in securities is always subject to market risks. The client should consult his/her own financial advisor/professional tax advisors before availing of the facility., 20. ASL, at its sole discretion, reserves the right to either temporarily or permanently, withdraw or suspend the EQUITY SIP Facility at any time without giving any notice or assigning any reason for the same, whether in respect of one or more Clients. In case of a temporary withdrawal, the privileges may be reinstated by ASL at its sole discretion., 21. The client will be contacted (maximum attempts three times) for confirmation of SIP request received through paper based request and if the client is not contactable in these attempts, then his SIP application request will be rejected., 22. ASL may in accordance with its risk management policy, disallow buy option in certain securities as per its risk management policy. Further, certain Securities may not be allowed for trading on Exchanges due to corporate action, merger etc. The Client agrees that in such cases, if the scrip is not allowed for trading either by ASL or by the Exchange then the Equity SIP order may not be placed or get rejected in such securities during the period when the scrip is disabled on ASL platform or Exchanges., 23. The Client agrees that he/she is not entering into a contractual or portfolio management arrangement by using the facility., 24. The Client agrees that ASL shall not be held responsible for non execution / rejection of the EQUITY SIP orders from the Exchange end for any reason including trading stopped for the whole market or for a specific security or if the security price touching circuit filters or for any other reason. ASL shall also have the right not to place Equity SIP orders on such days., 25. The client agrees that ASL shall not be held responsible or liable for any compensation for non placement / rejection of the EQUITY SIP orders in the above cases or for any reasons beyond its control. ASL also shall not be held responsible for the price at which the Equity SIP order is executed on the Exchange., 26. The client agrees that there is 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 ASL is not being able to establish access to the trading system/network, which may be beyond ASL control and may result in delay in processing or not processing EQUITY SIP orders either in part or in full., 27. ASL, and other service providers shall not be held liable for any loss or damage incurred or suffered by the client due to any delay, error, defect, failure or interruption in the provision of Facility /execution of Equity Sip orders arising from or caused by any reason whatsoever.

Terms & Conditions: SMS Pack: 1. The client shall keep

sufficient clear funds in my linked Axis Bank account, towards subscription charges as well as towards renewal requests for availing the SMS/Email services offered by Axis Securities Limited (ASL). The client shall authorize ASL to debit his linked Axis Bank Account to the Trading Account towards the subscription charges of the plan including charges, taxes, duties etc. (applicable for SMS Package selected). The client shall agree that activation of the subscription plan shall be done (in 3 working days) only after debit of the amount in his bank account towards the subscription charges. 2. The client shall agree & confirm that if his mobile number is registered in the Do Not Disturb (DND) list of TRAI, the client shall may not receive SMS from ASL. The client shall take steps to deregister from the DND list and shall not hold ASL liable for non-receipt of SMS in the interim period. 3. The client shall understand that the information provided by ASL shall not be considered as stock advisory service and is for information purpose only and that the information provided shall also be available on the online trading portal of ASL. The client shall further agree and understand that the subscription charges are towards the cost of sending SMS and other technology related services. 4. The client shall understand that once the plan is subscribed by him, it cannot be switched between the other packages offered. 5. The client shall understand that all the SMS Packages offered are with Annual validity. However ASL offers two payment options for the packages i.e. quarterly and yearly. In yearly payment option, the subscription charges including taxes etc. will be charged upfront and in case of quarterly payment option, the subscription charges including taxes etc. will be charged upfront at the start of every quarter for the period of one year. The client shall further understand that in case of non-payment or lapse of any payment installments in quarterly payment option, ASL reserves the rights to forfeit or terminate the subscription plan thereafter. 6. The client understand that the information under the service would be provided only on his mobile number registered with ASL. In case of any change in client mobile number and/or email id, the client shall inform ASL in advance to carry out the necessary changes in its records. 7. The client shall agree and understand that there is a possibility of communication failure or slow or delayed response, or any such other problem/glitch, which may be beyond ASL control and which may result in delay in performing the services. The client shall further agree that ASL shall not be held responsible and liable for loss or damage incurred or suffered by client due to any delay, error, defect, failure of the service. 8. The client shall agree that subscription charges / package charges (including taxes etc) paid are non-refundable including in case of deactivation or unsubscribing the package. 9. The client shall confirm that ASL shall have the right to withdraw the service at any time without providing any reason

whatsoever and without giving any prior notice. The client further confirm that in case of withdrawal of the facility by ASL, proportionate refund will be provided for the balance period, if any. 10. The client shall agree to be contacted by ASL and its representatives over phone or email. 11. The client shall understand that this service is only available for the Resident Indian customers of ASL and not applicable for NRI and NDPMS customers. 12. The client shall confirm having read, accepted and understood the features of the service, applicable charges, FAQs and the Standing Instructions.

MUTUAL FUNDS TERMS & CONDITION

Terms & Conditions for the investor /client for using/availing the Mutual Fund Service System (MFSS) facility and BSE StAR MUTUAL FUND offered by NSE and BSE respectively.

1. Definitions: In these Mutual fund related terms and conditions, the terms shall have the following meaning unless stated otherwise: “**BSE**” shall mean the Bombay Stock Exchange Limited “**NSE**” shall mean the National Stock Exchange of India Limited “**Exchanges**” shall mean NSE and BSE collectively.

“**Client/Investor**” shall mean a client of Axis Securities Limited who has requested for registration for Mutual Fund Transaction Facilities.

“**Participant**” shall mean Axis Securities Limited.

“**Mutual Fund Transaction Facilities**” shall mean BSE StAR FUND and MFSS collectively.

2. Pre-requisites for becoming Investor/ Client for the Mutual Fund Transaction Facilities.

2.1 The Client is desirous of investing in units of mutual fund schemes through Mutual Fund Transaction Facilities.

2.2 The Client intends to execute his/her/its instruction for the subscription/redemption of units of Mutual Fund Schemes through Axis Securities Limited who is a Mutual Fund Intermediary (the Participant) of the Mutual Fund Transaction Facilities.

2.3 The Client has satisfied itself of the capacity of the Participant to deal in Mutual Fund units and wishes to execute its instruction through the Participant and the client shall from time to time continue to satisfy itself of such capability of the Participant before executing transacting through the Participant.

2.4 The Client has approached the Participant with the application for availing the Mutual Fund Transaction Facilities.

2.5 The Client has submitted relevant KYC (Know Your Client) details to the Participants.

3. Terms and Conditions:

3.1 The client shall be bound by circulars issued by Exchanges Rules, Regulations and notices/circulars

issued there under by SEBI and the Exchanges and relevant notifications of Government authorities as may be in force from time to time.

3.2 The client shall notify the Participant in writing if there is any change in the information in the 'client registration form' provided by the client to the Participant at the time of registering as a client for participating in Mutual Fund Transaction Facilities or at any time thereafter.

3.3 The client shall submit to the Participant a completed application form in the prescribed format for the purpose of placing a subscription order with the Participant.

3.4 The client has read and understood the risks involved in investing in Mutual Fund Schemes.

3.5 The client shall be wholly responsible for all his investment decisions and instruction.

3.6 The client shall ensure continuous compliance with the requirements of the NSE, BSE, MCX SX, SEBI and AMFI.

3.7 The Client shall pay to the Participant fees 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 Participant renders to the Client.

3.8 The client will furnish information to the Participant in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.

3.9 In the event of non-performance of the obligation by the Participant, the client is not entitled to claim any compensation either from the Investor Protection Fund or from any fund of NSE or the National Securities Clearing Corporation Limited (NSCCL) or fund of BSE or its Clearing House or MCX SX.

3.10 In case of any dispute between the Participants and the investors arising out of the **Mutual Fund Transaction Facilities**, NSE and / or NSCCL and BSE and/or its Clearing House and / or MCX SX shall extend the necessary support for the speedy redressal of the disputes.

Important Points for Participant and Clients:-

1. While entering order for depository settlement, Participant should ensure that client details should appear in same order as per depository record.

2. Redemption through depository settlement, client has to ensure that delivery instruction slip should be provided to their depository before the stipulated time.

3. In case of physical settlement, write the unique confirmation number on the application.

4. The Participant shall deposit / courier the completed application form along with the other documents submitted by the investor for each subscription /

redemption order with option of physical settlement to the local / head office of the registrar and transfer agent (RTA) or asset management company.

5. In case of physical settlement, if subscription application form has not reached the RTA, the redemption request for such subscription will not be taken by RTA and shall be rejected.

6. The subscription amount per transaction through Mutual Fund Transaction Facilities should be less than Rupees One Crore.

CONDITIONS GOVERNING INVESTING IN MUTUAL FUNDS ONLINE

1. The Client is requested to check up the personal and bank related details provided by him/her. Neither Stock Broker nor any of the Mutual Funds chosen shall accept any liability which may arise as a consequence of the erroneous information provided by the Client.

2. The units of the schemes shall be allotted, redeemed or switched, as the case may be, at the Net Asset Value (NAV) prevalent on the date of the application, if the application for purchase, redemption or switch is received by the Fund before the cut-off time as specified on the website and consistent with the terms of the Scheme.

3. Stock Broker shall take all necessary action to ensure that the NAV allotted is the NAV applicable on the date of the transaction. However Stock Broker shall not be liable for any loss that may arise to the Client as a result of the correct NAV not being allotted to the Client's transactions on the website.

4. Any request falling due on a holiday would be processed on the next business day and respective NAV would be applicable as per the Mutual Fund's offer document.

5. Stock Broker or the concerned Mutual Fund or their respective registrars shall not entertain any offline transaction requests.

6. In the case of Automatic Investment Plan, in the absence of sufficient allocated funds, no investment shall be made for that particular period.

7. For change of address or any personal details of the Client, the Client shall send a letter to Stock Broker signed by all the co-holders.

8. Stock Broker shall not send a physical copy of the transaction statement or the accounts statement to the customer. The customer can view the same on the website.

9. The Customer Service Team of Stock Broker shall handle all Mutual Fund related queries of the Client.

10. The Client undertakes to read all the relevant offer documents and terms and conditions of all schemes of all mutual funds offered through Stock Broker, BEFORE entering into any transactions through Stock Broker.

11. After the first purchase transaction, the Client will not

11. After the first purchase transaction, the Client will not be permitted to transact for a period of 4 to 7 business days, depending upon the processing time of the Mutual Fund's Registrar. Stock Broker does not accept any liability for delay in processing time at the Mutual Fund's or Registrar's end.

12. It is explicitly stated herein that the Mutual Fund schemes offered online, have not been recommended by Stock Broker, nor have been sponsored by Axis Securities Limited, or its affiliates or its sponsors.

13. Neither Stock Broker, nor any of the Mutual Funds shall be liable for any failure to perform its obligations, to the extent that such performance has been delayed, hindered or prevented by systems failures, network errors, delay or loss of data due to the above and in circumstances of acts of God, floods, epidemics, quarantine, riot or civil commotion and war.

14. Stock Broker shall provide its services on a best effort basis. However Stock Broker shall not be liable for failure of the system or for any loss, damage or other costs arising in any way out of:

- a) System failure including failure of ancillary or associated systems, or fluctuation of power, or other environmental conditions; or
- b) Accident, transportation, neglect, misuse, errors, frauds by the Clients or agents or any third party; or
- c) Any fault in any attachments or associated equipment of the Clients; or
- d) Any incidental, special or consequential damages including without limitation of loss of profit.

15. For all correspondences with Stock Broker, the Client shall quote his broking account no, trading Client code

16. "The Terms and Conditions" set hereinabove may be modified by Stock Broker without any prior notice to the Client and the Client's continued usage of the services shall be deemed to be an acceptance of the modified terms." The Client have gone through the offer document/key information memorandum before deciding to make this investment in the mutual fund scheme.

Terms & Conditions: Mutual Funds SIP :

The Mutual Fund transaction facility is provided for the selected Mutual Funds only, with whom ASL has executed a separate agreement and provides an option to its customer's to transact in the selected units of the Mutual Fund scheme that are launched / offered from time to time. The Client confirm and acknowledge to have read, understood these Terms and Conditions by availing of the Mutual Fund SIP facility through ASL.

Product related:

1. The switch, allotment, redemption of the units of the schemes shall be allowed as applicable, at the Net Asset Value (NAV) existing on the date of application, if the application for switch, purchase or redemption is received by the Fund House prior to the cut-off time as provided on the website. ASL shall take all the required measures to see that the allotted NAV is the NAV applicable on the date of transaction. But ASL shall not be responsible for any resultant loss that may arise to the client due to non allotment of correct NAV to the client's transactions. The subscription amount will be credited to the pool account of ASL only on successful completion of transaction processing. After that ASL shall transfer the amount of subscription of the client to the respective AMC

2. The transaction request falling due on a holiday would be processed on the next business day and the applicable NAV would be applied as per the offer document of the respective Mutual Fund. Any transaction request sent on a non-business day will be processed on the next business day as per the respective Scheme Information Documents (SID) etc. of the Mutual Fund.

3. The time-stamping of the Mutual Fund application shall be conclusive, binding and final as done by the respective Mutual Fund houses and the same shall not be disputed. If the transaction is postponed, delayed or not carried out at all for any reasons of wrong or incomplete information, ASL or the concerned Mutual fund shall not be held responsible.

4. The client agree to comply with the relevant Regulations of SEBI, Prevention of Money Laundering Act, 2002, KYC (Know your Client) requirements for subscription to the mutual fund units, including but not limited to the Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Rules and guidelines, as applicable.

5. The client shall be responsible to pay the fees, charges and costs as applicable, as levied by the AMC for the services provided to the client.

6. ASL shall not be held liable and responsible for any delay in execution / acceptance / rejection or non execution of the transaction requests by the respective AMC.

7. ASL may, at its own discretion, suspend / not allow the execution of transactions at any time and period for any reason as it may consider proper, eg. inactive / dormant client account, breach of the terms and conditions, death, insolvency, bankruptcy of the client, any other reason.

8. ASL shall not be held responsible for any loss or damage occurring due to (a) any incorrect, error, delay or omission on the part of the client, or (b) postponement, disturbance or interruption in any such

data transmission or information, as a result of any force majeure event or any other event beyond the reasonable control of ASL.

9. The ideas, suggestions, views and recommendations provided by ASL, if any, through any media are for the information only and the client should take his/her own decision after consulting with experts & after considering the various risks involved. The views, suggestions & recommendations shall not be construed as that of ASL or any of its officials /authorized representative in any way to influence the client in making any decisions.

10. Mutual Fund Investments are subject to market risks. The client shall read the Statement of Additional Information and Scheme Information Document carefully before investing. ASL shall not be held responsible for any losses as a result of the client's Mutual Funds transactions. ASL is only a Distributor of Mutual Funds. The contract or agreement of Mutual Fund transactions is between the Client and AMC.

11. I /We have assessed the facility on the basis of the various factors and, all other criteria that may help in taking the investment decision. I/We confirm that I/We have understood the various risks of investing in Mutual Fund schemes & products and also understood the main risks, product features, suitability for me/us. I/We agree that ASL may contact me/us on the number(s) provided on the application form by me/ us to check my understanding of the risks aspects. I/We confirm that investment decisions taken by me/us is solely based on my/our own and I/We shall not hold ASL responsible or liable for any financial loss / damages if any.

FATCA Terms & Conditions:

- a. I/We hereby authorize ASL/Axis Bank to share my/our FATCA details as may be required with the domestic or overseas regulatory authorities / tax authorities.
- b. I/We understand that if there are any changes in my/our FATCA details, the onus lies on me/us to intimate the same to ASL/Axis Bank within a time frame of 30 days after the change in my/our FATCA details.
- c. I/We hereby confirm that the information provided by me/us is correct, complete and not misleading.

Mutual Fund Transaction Charges:

Mutual Funds Distribution (MFD)	
Lumpsum Investment (Charge per transaction)	
Purchase	Redemption
Rs. 75/-	Nil
SIP (Charge per transaction)	
Purchase	Redemption
Rs. 25 or 1.5%, whichever is lower	NA
Mutual Funds Exchange (MFE)	
Lumpsum Investment (Charge per transaction)	
Purchase	Redemption
Rs. 75/-	Nil
SIP (Charge per transaction)	
Purchase	Redemption
Rs. 25 or 1.5%, whichever is lower	NA

Mutual Fund Transaction Charges Terms and Conditions:

1. Applicable GST will be charged in addition to the Mutual Fund Transactions charges on per transaction basis.
2. Other statutory levies, if any, will be levied in addition to the Mutual Fund Transaction charges.
3. The Mutual Fund Transaction charges fee structure applies to all Mutual Fund purchase transactions.
4. ASL reserves the right to revise Mutual fund charge structure from time to time. No fee would be levied on purchase transactions (SIP & Lumpsum) in the liquid scheme.
5. The Mutual Fund Transaction charges fee structure applies to all clients under various types of equity brokerage plans e.g. Fixed, Variable etc.

ADDITIONAL TERMS & CONDITIONS FOR NON RESIDENT INDIANS(NRI):

1. Scope: a. These additional terms and conditions herein contained are applicable only to NRI Clients (defined hereunder) and shall form part of and is to be read with Rights and Obligations prescribed by SEBI.

b. It is clarified that these terms and conditions are only confined to the transactions agreed herein and would not extend to any relationship apart from what is set-out herein below.

c. In the event of any inconsistency between the Rights and Obligations and these terms and conditions, the SEBI clauses will always prevail over these terms and conditions.

d. In the event there are any modifications to any statutes, rules, regulations, byelaws, circulars governing or relating to these terms and conditions or in relation to the investments permitted for NRIs (defined hereunder), these terms and conditions will be deemed to have been appropriately modified to that extent. Further, the Stock Broker is not liable to keep the Client informed of such amendments and the Client shall keep himself/ herself updated of any such amendments.

2. Terms & Conditions: a. The availability of services being offered by the Stock Broker does not constitute an offer to buy or sell or a solicitation in this regard made to any person. The services will not be available to foreign residents not permitted to invest in and trade in Indian Securities on the Indian stock exchanges. It is only available to Non Resident Indians ("NRIs") residing in jurisdictions permitting investment in and trading of Indian Securities on Indian stock exchanges. The services are not available to any person or entity who is a citizen or resident of or located in any locality, state, country or other jurisdiction, where availing of such Services would be contrary to any local applicable laws, rules or regulations or which would subject the Stock Broker and any of its affiliates or group companies to any registration or licensing requirements within such jurisdiction. It will be the obligation, responsibility of the Client to ensure that he is not restricted/ prohibited from investing in and/or trading on Indian Securities on the Indian stock exchanges. In no event will it be the obligation of or responsibility of the Stock Broker to verify whether or not the NRI is restricted/ prohibited from investing in and/or trading on Indian Securities on the Indian stock exchanges.

This service is not available to any person or entity who is a citizen or resident of or located in any locality, state, country or other jurisdiction, where availing of

such services would be contrary to any applicable law or regulation or which would subject Axis Bank Limited, Axis Securities Limited and any of their respective affiliates or group companies to any registration or licensing requirement within such jurisdiction. Availability of this service to NRIs is subject to compliance with procedural formalities as prescribed by Axis Securities Limited from time to time.

b. The Client shall be responsible for ensuring compliance with applicable ceiling limits and shall inform the Stock Broker in the event any such limits are likely to be breached pursuant to any transaction that the Client requests the Stock Broker to provide services in relation thereto. The Stock Broker has informed the Client and the Client agrees that it shall be responsible for complying with all its reporting requirements pursuant to applicable laws including without limitation FEMA, the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 1997 and SEBI (Prohibition of Insider Trading) Regulations, 1992. The Client acknowledges that the Stock Broker shall not be bound for making any reports or filings.

c. The availability of the Services to NRIs is subject to compliance by the Client with procedural formalities as prescribed by the regulatory authorities and/or the Stock Broker from time to time.

d. The Client agrees and confirms that the Stock Broker may not permit the Client from trading in certain Securities as may be prescribed by the relevant authorities and / or Exchange rules / regulations / bye-laws and/or the Stock Broker's own internal policy.

e. The Client agrees and confirms that the Client is aware that in the event the Stock Broker is made aware of any restriction or prohibition of certain transactions/ trading methods and procedures, settlement procedures with respect to the NRI Clients as may be prohibited / prescribed by the relevant authorities and/or Exchange rules / regulations/bye-laws and/or as per the Stock Broker's internal policy from time to time, the Stock Broker reserves the right at its discretion to discontinue the services to the Client in accordance therewith.

f. The Client agrees to comply with the ceiling limits prescribed by FEMA in relation to investments made by NRIs. In case the Stock Broker receives any information from the Reserve Bank of India or other relevant authorities regarding any breach of the ceiling limits for investments by Client, the Stock

Broker shall immediately square off all or some of the positions of the Client either entirely or partially without any reference to such Client and any resultant or associated losses that may occur due to such square off shall be borne by the Client.

g. The Client acknowledges that the Stock Broker may from time to time, release Client's transaction details or share such transaction details with the authorised dealer or with the relevant authorities for the purpose of tax calculations and other statutory deductions or matters. Further the NRI Client hereby agrees and understands that in respect of Securities purchased or sold by the NRI Client, all tax computation or deduction shall be carried out by the authorised dealer and / or the applicable statutory authority in accordance the Applicable Laws and the Stock Broker shall not be liable or responsible for computing the amount of deductible tax or the method, procedure or basis for the same or otherwise.

h. The Stock Broker has opened the Client Account on the basis of the statement(s)/ declaration(s) made by the Client and the Client also agrees that if any of the statement(s)/ declaration(s) made herein are found to be incorrect, then the Stock Broker (which term for this clause includes its affiliates or its employees, directors, agents and representatives or the employees, directors, agents and representatives of such affiliate), shall not be held liable for any direct or indirect loss or damage caused to the Client by such wrongful declaration or misrepresentation. Further, the Client shall keep the Stock Broker fully indemnified against all direct/indirect costs, damages, liabilities, penalties, fee (including attorney fee) suffered or incurred by the Stock Broker. The Services provided by the Stock Broker would be put into use only for bona fide transactions and shall not involve any violations of the provisions of any Government of India/ exchange control regulations or any other Applicable Laws or regulations in force in India or any other jurisdiction to which the Client is subject to.

i. The Client hereby undertakes to intimate the Stock Broker about change in his domicile or residence status from NRI to Resident or his/her return to India or his/her migration to any other jurisdiction for permanent residence immediately on migration.

j. If Client resides or gives any orders to Stock Broker from outside India, Client agrees to ensure and represent that such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which Client's orders are given and Client further agrees that Client shall, when in doubt, consult or obtain legal and professional advice in or of the relevant jurisdiction. Client accepts that there may be taxes, duties, impositions or charges payable to relevant authorities in respect of Clients residing or the giving of any order from outside India and the execution of such order, and Client agrees to pay such taxes, duties,

impositions or charges as are applicable. Client further agrees to indemnify stock broker on demand for any claims, demands, actions, costs, and expenses that the Stock Broker may suffer or incur in connection with or arising from Client residing or giving of any such order from outside India.

Other Voluntary Terms & Conditions relating to Margin Trading Facility ("MTF") as agreed between Stock Broker and Client.

1. Under MTF, about 25% - 50% margin in the form of limits (both cash & non cash) is blocked in the customers' limits before the order is released to the Exchange. The client can carry forward his open buy position till upto a maximum of 365 trading days if permitted by Stock Broker.

2. Features:

- The customer can only take buy positions in approved stock (s) with the intention of squaring off the position on or before 2.45 pm on T+365th day. It can be reduced in case of corporate actions concerning the stock in which there is open MTF position.

- Margin amount to be paid by the client is minimum of VaR+3 times ELM in case of F&O stocks and minimum of VaR+5 times ELM in case of other eligible stocks. ASL shall have the right to collect from client additional margin over and above the stated rates. Also margin rates could be increased or decreased by Exchange/ASL from time to time as a risk containment measure.

- Margins can be collected by ASL in the form cash, cash equivalent and eligible stocks as collateral / pledge.

- Mark to Market (MTM) losses on open positions to be paid by the client by the next working day 2.45 pm.

- MTM profit of MTF positions squared off on T, T+1, T+2 ... days shall be credited in client's Bank account on T+2, T+3 and T+4 days ... respectively.

- Interest will be charged at the rate of 18% per annum by ASL on ledger debits including on the funded portion of the MTF client trades, including on unpaid interest.

- Decision of ASL will be final with respect to:

- Eligibility criteria of clients for availing funding under MTF,

- Eligible scrips for funding under MTF,

- Eligible scrips for collateral,

- Applicable margin rates (over and above stated Exchange margin %),

- Applicable haircut% on Collateral stocks (over and above stated Exchange haircut %),

- Maximum funding for a client under MTF,

- Maximum funding for a scrip under MTF,

- Maximum collateral value/quantity for a scrip,

- Inclusion or exclusion of a scrip under MTF,

- Inclusion or exclusion of a scrip for collateral,
- MTM value calculations,
- Square off time of open position, Maximum days allowed for continuing the MTF position(s),
- Rate of interest, also referred to as delayed payment charge, charged for funding client's position,
- Adjusting credit arising from one product to the other with ASL,
- Other operational matters.

3. Situations/ conditions in which the securities may be liquidated :

- Adequate client Margin is not available with ASL for the open MTF positions. The net available client margin after all MTM losses is less than 50% of the required margin for taking positions in MTF in the scrip.
- The scrip price is continuously hitting lower circuit.
- Client has not transferred required funds and/or approved collateral to meet the MTM loss/margin shortages.
- Value of collateral has fallen either due to fall in prices or removal of the stock from the approved collateral list by Exchange/ASL including due to corporate actions.
- The margin% on MTF stock has been increased by Exchange/Clearing house/ASL and hence there is shortage of margin on client's open positions.
- The haircut % on Collateral stock has been increased by Exchange/Clearing house/ASL and hence there is shortage of margin on client's open positions.
- The client's ledger is in debit over and above the margin debit.
- In case the scrip ceases to be allowed for MTF due to corporate action – In such cases, MTF open position will be liquidated / squared off at or any time after 02:45 PM. one day prior to its Ex-date. If the scrip ceases to be eligible for MTF for reasons like reduction in daily price band to less than 20%, shifting of group by Exchange(s) etc., the MTF open position can be squared off / liquidated after giving client a margin call.

4. ASL may sell off the collateral fully or partly to recover debits arising out of MTF.

5. The client shall not take position in a company scrip in MTF through ASL, if the client is a promoter of that company. If a client being promoter of the company scrip inadvertently takes position in MTF through ASL in that scrip then he/she shall immediately inform ASL of the same (before 6.00 pm of the trade date) by sending an email to compliance.officer@axisdirect.in so that appropriate reporting could be made by ASL to Stock Exchanges.

6. Collateral and Funded stocks shall be marked to market on daily basis.

7. Time period for liquidation of position/security shall

be after 12 working hours from the notice of liquidation/margin call. However, if mark to market loss of the client's MTF open position exceeds 70% of the margin provided by the client, MTF open position will be squared off / liquidated immediately, after attempting to obtain further margins in the form of funds, shares as collaterals and after giving/attempts to give the client a margin call.

Clients are therefore required to monitor their mark to market losses vis-à-vis margin availability on a real time basis.

8. Haircut shall be applied on stocks acceptable as collaterals at a percentage higher than Var+ELM. Such haircut % can be increased to 100% in case of corporate action in the securities provided as collaterals. In such cases, the client is required to immediately provide further margins in the form of funds, shares as collaterals to avoid liquidation / square off of MTF open position.

9. Client shall lodge protest or disagreement with any transaction done under the margin trading facility within T+1 day, as prescribed in the Rights and Obligations.

10. ASL shall not be liable for any losses either actual or opportunity losses arising from or in connection with MTF transactions due to: a) Arising out of technical / system issues., b) Disallowance of any scrip to be allowed for further MTF positions.

c) Increase in applicable margin, especially when margin is increased to 100% in case of Corporate action or where the scrip does not remain eligible for MTF., d) Increase in Collateral haircut %, especially when haircut is increased to 100% in case of Corporate action or withdrawal of scrip from acceptance as collaterals due to reduction in price band of less than 20%, shifting of groups by exchange(s) etc., e) Liquidation of MTF open positions due to increased mark to market losses and/or margin shortfall.

11. In case of bank holidays in between, then the MTF square off date (T+n) may get further delayed by that number of bank holidays from the trade initiation date.

12. We request you to refer the detailed FAQ's on AxisDirect.in website for any further details.

I/We hereby agree to avail of Margin Trading Facility from ASL, in accordance with the above terms and conditions of Margin Trading Facility offered by ASL, and I/We hereby consent to electronic mode as the method of communication for confirmation of orders/trades, margin calls and calls for liquidation of collateral/security/position.

TERMS & CONDITIONS TO TRADE IN COMMODITY DERIVATIVES SEGMENT AND OPTIONS TRADING of MCX and NCDEX

a. Currently, ASL sends Electronic Contract Notes, Trade confirmations and all other communications to the email id / mobile number as provided by me/us during account opening or modified subsequently. I/We agree and confirm to receive Electronic Contract Notes and all the communication related to Commodity segment also to the same registered email id and mobile number already registered with ASL and not in physical mode.

b. At the time of opening Trading account, Running account letter was provided for settlement purpose. I/We agree and give consent that the Running account letter already provided shall hold good and applicable for trading in Commodity segment and Options trading also.

c. A Power of Attorney (POA) was executed at the time of Trading account opening in favour of Stock broker for the purpose of executing instructions, orders or requests and/or handling margin & settlement obligations in respect of transactions made with Stock Broker. I/We agree and give consent that the powers and instructions given to ASL by virtue of above POA shall also extend to and valid for trading in Commodity segment and Options trading.

d. I/We confirm having read/been explained and understood the contents of the documents on policy and procedures of ASL and Tariff sheet.

e. I/We further confirm having read and understood the contents of Rights & Obligations of Members, Authorised Persons and Clients, Risk Disclosure Document, Guidance Notes-Do's and Dont's for the clients as prescribed by NCDEX & MCX.

f. I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform ASL of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.

nor induced with any type of rebate, gifts, payback, etc. Further I/We have not received any kind of incentive directly or indirectly, in making any Mutual Fund investment from ASL.

4. I/We hereby confirm that ASL has made the disclosure to me/us regarding all types of commissions (including trail commission, comparative commission received through various modes from fund houses), by ASL. I/We further understand that the same has been also provided on the website of ASL and can also be requested from the office of ASL.

5. I/We confirm that the amount invested are made from legal & valid sources only and is in confirmation with all the Act, Rules, Regulations, Notifications of Directions issued by any Regulatory Authorities.

6. I/We confirm that above request for MF Transactions is Execution only transactions initiated based on my/our consent and the same have not been advised / sold to me/us by ASL.

7. I/We understand that in case of "Execution only" Transactions for Mutual Funds, EUIN is not applicable/left blank by me/us.

8. Based on my/our Risk Profiling, some schemes of Mutual Funds may not be suitable to me/us. However, I/We give my express consent for investment in the above schemes on my/our own risk.

9. I/We understand that ASL is also a distributor of the Mutual Fund Schemes of Axis Mutual Fund which is a Group Company of ASL. That there is no conflict of interest between the two entities with respect to my transaction.

10. I/We confirm to make available at all times the required amount of funds in the linked Axis Bank account with the Trading Account for execution of the SIP transactions.

11. I/we hereby authorize ASL to debit my Axis Bank Account linked to my trading account for the amount mentioned in the Mutual Fund SIP application form.

Mutual Fund SIP Standing Instructions & Declarations:

1. I/We hereby accept and confirm that I/We have read and understood the Mutual Fund SIP facility. I/ We further confirm that I/We have read and understood the contents of the Scheme Information Document(s), Statement of Additional Information, Terms & conditions of Mutual Fund SIP and Standing Instruction and confirm to abide by the same.

2. I/We hereby acknowledge that with effect from 01-08-2009, investor shall not be charged with any type of entry load for the mutual fund investment, in compliance with SEBI circular no. SEBI/IMD/CIR No.4/ 168230/09 dated June 30, 2009.

3. I/ We hereby confirm that ASL have neither offered

Terms & Conditions to Trade in Securities Lending and Borrowing Scheme (SLBM)

1. These terms and conditions shall be read in conjunction with the terms and conditions forming part of mandatory and non mandatory documents duly acknowledged by the applicant (existing client of ASL) to have received, read, understood and agreed during account opening with Axis Securities. I/We are aware that the standard set of documents has been displayed for Information on the website of Axis Securities Ltd website i.e. www.axisdirect.in

2. I/We confirm having received, read and understood the contents of the 'Rights and obligations of clearing member/participant and its client in relation to the Securities Lending And Borrowing Scheme (SLBM)' document(s) and 'Risk Disclosure Document'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on the website of Axis Securities Ltd website i.e. www.axisdirect.in

3. This Facility shall be offered to the Clients at the sole discretion of ASL. ASL reserves the right to refuse to offer this Facility to any Client or group of Clients and/or may withdraw the Facility at any time without prior notice or assigning any reason therefor.

4. ASL shall offer this facility only if the client's account is active on any or both the Exchange.

5. SLB facility offered by ASL shall be currently on National Stock Exchange Limited (NSE) and for the stocks which are traded on the Derivatives segment.

6. SLB order can be executed through NEAT terminal only. Thus the Client agrees to route the order through the mapped EA or centralized dealing desk (CDD) only.

7. Client who intends to lend the shares should have the required number of shares in his/her/its trading linked demat account before initiating the order placement, otherwise the order will get rejected.

8. Client who wish to borrow the shares should have 100% of lending price, Value at Risk margins, Extreme Loss Margins and any margin as applicable from time to time to the Equity Segment for buying or selling a security in his/her trading linked Axis Bank account before placing an order. In case the account linked to the trading account is with the bank other than Axis Bank, the Client should upfront have 100% of lending price, Value at Risk margins, Extreme Loss Margins and any margin as applicable from time to time to the Equity Segment for buying or selling a security in his/her trading. The borrowing Client can also maintain the required margin in the other form/s as acceptable to ASL, including pledge of securities in favor of ASL. The borrower agrees to maintain sufficient margin at all point in time during the period when he has borrowed the securities. However, in case the borrower fails to maintain the sufficient margin, ASL shall close the borrowers position and

shall also liquidate the collaterals to recover the debit (if any).

10. The Lender agrees to credit the securities lent in the SLB to the pool account of ASL by the settlement date.

11. ASL will levy processing fees at 10 % of the Transaction Rate / lending and borrowing fee (as may be called), subject to Minimum charge of Rs. NA per share.

12. In addition to the processing fees / brokerage, SLB transaction shall also attract regulatory and statutory charges / tax at the rates as applicable from time to time.

13. We have also enclosed herewith the certified true copy of Board / Trust Resolution (Corporate/Trust) / Authority Letter (Partnership Firm) for trading on above mentioned segment/Exchange. (Applicable only for Non-Individual clients).

Rights And Obligations document for SLBS (As Prescribed by NCL)

- The Securities and Exchange Board of India ("SEBI") has formulated and issued the Securities Lending Scheme, 1997 ("SEBI Scheme") and SEBI Circular No MRD/DoP/SE/Dep/Cir-14/2007 dated 20th December 2007 for facilitating lending and borrowing of securities through an "Approved Intermediary" registered with SEBI.

- NSE Clearing Ltd. is an Approved Intermediary ("AI") registered under the SEBI Scheme and is, therefore, authorised to facilitate lending and borrowing of securities in accordance with the SEBI Scheme and Circulars of SEBI issued from time to time. Accordingly, the AI has framed the Securities Lending and Borrowing Scheme (hereinafter referred to as "SLBS") for facilitating lending and borrowing of securities through persons registered as "Participants".

- SEBI, thereafter, vide its Circular No. CIR/NRD/DP/19/2014 dated June 3, 2014 ("SEBI Circular") has modified the framework of Securities Lending and Borrowing. Under the said SEBI Circular, AI shall enter into an agreement with its Clearing Member/Participant ("Agreement") for the purpose of facilitating Securities Lending and Borrowing and which shall specify the rights, responsibilities and obligations of the AI and the Clearing Member/Participant ("Participant"). The said Agreement shall also define the exact role of AI/Participant vis-à-vis the Client of Participant. As per the said SEBI Circular, AI is also required to frame rights and obligations document laying down the rights and obligations of the Participant and its Client for the purpose of Securities Lending and Borrowing. The said rights and obligations document shall be mandatory and binding on the Participant. Accordingly, the AI has framed this rights and obligations document laying down the rights and obligations of Participant as well as of its Client ("Rights & Obligations Document").

- Securities Lending and Borrowing can be undertaken by the Participant either on their own account or on account of its Client registered with them. Any person(s) who meets the eligibility criteria as may be specified by the AI for the Clients under the SLBS, shall be eligible to participate in the SLBS by submitting duly signed relevant documentation/s to

the Participant that it is desirous of participating in the SLBS. The Participant on the receipt of said relevant documentation/s from its Client, shall provide this Rights & Obligations Document to its Client which will be duly acknowledged by the Client of having read, understood and to agreeing to abide by the same prior to the execution of trade in the SLBS. The terms and conditions of this Rights & Obligations Document shall be binding on the Participant as well as on its Client

- All the transactions under the SLBS by the Client shall be strictly in accordance with SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder and the Rules, Byelaws, Regulations of the AI as a Clearing Corporation as applicable and the terms and conditions of the said Agreement. In the event of any conflict or contradiction between the provisions of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder and the Rules, Byelaws, Regulations of the AI as a Clearing Corporation as applicable and the terms and conditions of the said Agreement and this Rights & Obligations Document, the provisions of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder, the Rules, Byelaws and Regulations of the AI as a Clearing Corporation and the terms and conditions of the said Agreement shall prevail over this Rights & Obligations Document. The provisions of this Rights & Obligations Document are in addition thereto and not in derogation thereof.

- The Participant has made the Client aware of and the Client has understood the precise nature of the Participant's liability towards the Client under SLBS including any limitations on the liability and the capacity in which the Participant acts.

- Subject to the SEBI Scheme, Circulars of SEBI, SLBS and Circulars issued thereunder, and/or the Rules, Byelaws, Regulations of the AI as a Clearing Corporation as applicable and as in force from time to time, the rights and obligations of the Participant as well as its Client shall be hereto as under

- Unless the context otherwise requires, the words and expressions used herein shall have the same meaning as defined in Securities Contracts

(Regulation) Act, 1956 or Securities and Exchange Board of India Act, 1992 or Securities Lending Scheme, 1997 or Depositories Act, 1996 or the rules and regulations made thereunder respectively or Circulars of SEBI or SLBS and the Circulars issued thereunder and the Rules, Byelaws and Regulations of the AI as a Clearing Corporation .

RIGHTS OF THE PARTICIPANT .

- In consideration of the Participant providing full-fledged securities lending and borrowing under the SLBS, the Participant shall be entitled for charges, fees, other levies and /or any such other charges, subject to such limits as may be permitted by the AI in its Circulars from time to time.

- Margins .

The Participant is empowered to call upon its Client to pay such margins as may be specified by the AI from time to time .

- Recovery .

The Participant shall be entitled to recover from the Client the loss or charges, fees, other levies and /or any such other charges that has been paid by the Participant to the AI or imposed by the AI on account of its Client arising out of default or transactions under the SLBS whether current or past that are effected by the Client in meeting its obligations by adjusting margins and other deposits, if any, available with the Participant against the Client's liabilities / obligations.

OBLIGATIONS OF THE PARTICIPANT .

The Participant has satisfied itself about the genuineness and financial soundness of the Client and the objectives relevant to the services to be provided and is therefore, agreeable to facilitating such participation subject to the terms and conditions contained herein .

- Issue of Confirmation Memo .

The Participant shall, upon execution of the Client's transaction on the order matching platform of the AI, issue the confirmation memo in the specified format or such other documents to the Client within such time as may be prescribed by the AI from time to time.

- Money / Securities to be kept in separate account .

The Participant agrees that the money / securities deposited by the Client shall be kept in a separate

bank account / settlement demat account, distinct from its own account or accounts of any other Clients, and shall not be used by the Participant for itself or for any other Clients or for any purpose other than the purposes mentioned in the SEBI Scheme, Circulars of SEBI, SLBS and Circulars issued thereunder and/or the Rules, Byelaws, Regulations of the AI as a Clearing Corporation and as in force from time to time .

- Update on Settlement Process .

The Participant agrees to inform and keep the Client apprised about securities lending and borrowing settlement cycles, delivery/payment schedules and any changes therein from time to time.

- Compliance with Know Your Client Norms

The Participant undertakes to maintain the "Know Your Client" details of the Client as mentioned in the Client Registration Form or any other information pertaining to the Client in confidence and that it shall not disclose the same to any person / authority except to the AI or as required under any law / regulatory requirements or in compliance with any decree, order or direction of any Court, Tribunal, SEBI or other authority duly empowered in law; Provided however that the Participant may so disclose information about its Client to any person or authority with the express permission of the Client .

- Reconciliation of Account .

The Participant and the Client shall agree to reconcile their accounts regularly with reference to the transactions under the SLBS .

- Return of Securities and Lending Fees

Where the Client is a lender unless otherwise agreed upon between the Participant and the Client -

- The Participant shall ensure the return of securities to the Client by transferring the same to the Client's account within such time as may be prescribed by the AI .

- The Participant shall ensure the return of the lending fees to the Client within such time as may be prescribed by the AI .

- Delivery of Securities .

Where Client is a borrower unless otherwise agreed upon between the Participant and the Client – The Participant shall ensure the delivery of securities to the Client by transferring the same to the Client's

account within such time as may be prescribed by the A I .

RIGHTS OF THE CLIENT .

- Where the Client is the lender unless otherwise agreed upon between the Participant and the Client -

- The Client shall be entitled to receive the securities lent or financial compensation in lieu thereof, computed in such manner as may be specified by the AI from time to time.

- The Client shall be entitled to receive lender's fee for the securities lent .

- Where the Client is the borrower unless otherwise agreed upon between the Participant and the Client -

- The Client shall be entitled to receive securities borrowed or financial compensation in lieu thereof, computed in such manner as may be specified by the AI from time to time .

- The Client shall be entitled to receive from the Participant, the collateral in case the Client has deposited securities approved by the AI as collateral.

- Notwithstanding any other provisions of the said Agreement and this Rights & Obligations Document, the Client shall be entitled to have all the rights that are conferred on it from time to time under the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder .

OBLIGATION OF THE CLIENT .

- Abide by Law & Acquaintance to Law
The Participant declares that it has brought the contents of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder from time to time, and the terms and conditions of the said Agreement to the notice of the Client and the Client agrees to comply with and adhere to the same.

- Update & Comply with the Settlement Process .

Notwithstanding anything contained in Clause 15 hereto, the Client shall at all times make its own inquiries and keep itself updated on all settlement cycles, delivery/payment schedules and changes therein, and it shall be the responsibility of the Client to comply with such schedules/procedures of the AI.

- Processing Charges .

The Client agrees to pay the Participant, processing

charges and statutory levies prevailing from time to time or any other charges for the services provided by the Participant. The Participant agrees that it shall not charge processing charges / fees beyond the maximum limit permissible under the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder from time to time .

- Change in Client Registration Form
The Client agrees to immediately notify the Participant in writing whenever there is any change of information in the details provided by the Client to the Participant at the time of its registration with the Participant and also as provided in the said relevant documentation/s required for participating in SLBS.

- Authorised Representative .
The Client agrees to be bound by the instructions issued by its authorised representative, if any, in accordance with the letter authorising the said representative to deal on its behalf .

- Return of Securities .
The Client shall return the equivalent number of securities of the same type and class borrowed by it within the time specified by the AI in the Circulars issued from time to time .

- Payment of Margins .
The Client agrees to pay such margins as may be specified by the Participant in accordance with the requirement of AI or SEBI from time to time.

- Exposure / Position Limits .
The Client agrees to abide by the exposure / position limits, if any, set by the Participant or the AI or SEBI from time to time .

- Securities lent to be Unencumbered
The Client agrees and warrants that the securities lent are free from lien, charge, pledge or any encumbrance(s) of whatsoever nature .

- Collateral .
At the discretion of the Participant, where the Client deposits the required collateral with the Participant, the same shall be free from any encumbrance(s) of whatsoever nature or defect in the title. If any encumbrance(s) or defect in the title is found subsequently, such collateral shall be immediately replaced by the Client .

- Insolvency .

The Client agrees to immediately furnish information

to the Participant in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against it or if any litigation which may have material adverse bearing on its net worth has been filed against it

- **Cancellation of Transactions**

Notwithstanding anything contained in the said Agreement, the AI shall be entitled to cancel transactions under the SLBS, either on an application by a Participant or suo moto or under regulatory directions, and in such event, the transactions done on behalf of the Client shall ipso facto stand cancelled, and neither the AI nor the Participant shall be liable to compensate the Client for any loss whatsoever (including opportunity loss) arising out of such cancellation

- **Discontinuation of SLBS and Participation in SLBS**

The AI shall be entitled to discontinue the SLBS or the participation of the Participant in the SLBS at any time at its discretion. Such discontinuation may be subject to such terms and conditions as may be specified by the AI from time to time

ARBITRATION

- The Participant and the Client shall co-operate with each other and / or the AI in redressing their grievances in respect of transactions under the SLBS

- All disputes and differences or questions arising out of or in relation to this agreement including obligations, failure or breach thereof by any of the parties and/or of any matter whatsoever arising out of this agreement shall in the first instance be resolved mutually by the parties. If the parties fail to resolve the same mutually, then the same shall be referred to and decided by arbitration in accordance with the procedures as prescribed by the AI under the SLBS and the Circulars issued thereunder

GOVERNING LAW AND JURISDICTION

- In relation to any legal action or proceedings to which the AI is a party, the Participant as well as the Client irrevocably submit to the exclusive jurisdiction of the courts of Mumbai, India and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been

brought in an inconvenient forum

- In relation to any legal action or proceedings to which AI is not a party, the parties irrevocably submit to the jurisdiction of any competent court of law where the Client ordinarily resides at the time of execution of the transactions under the SLBS.

Axis Securities Limited

Aurum Q Parc, Q2 Building, Unit No. 1001, 10th Floor, Level – 6, Plot No. 4/1 TTC,
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