

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

TRANSACTIONS AND SETTLEMENTS

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

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges 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.

RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB-BROKERS AND CLIENTS

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

ADDITIONAL RIGHTS AND OBLIGATIONS

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

ELECTRONIC CONTRACT NOTES (ECN)

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

LAW AND JURISDICTION

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

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.

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:

1.1 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.

POLICIES & PROCEDURES

The underlying document outlines various policies and procedures of SBICAP Securities Limited (hereinafter referred to as "SSL") framed with respect to its dealing with clients for capital market & future & options segment transactions. Kindly note that the below stated policies and procedures are subject to change from time to time, depending upon SSL's internal risk and surveillance framework, market and external environment and clients can refer SSL's website for the updated documents and such changes shall be intimated to the clients.

1. REFUSAL OF ORDERS FOR PENNY STOCKS ETC:

SSL offers trading facility in stocks / contracts which are listed or permitted by the Stock Exchanges. However, some of the stocks which are not compulsorily dematerialized/ or are illiquid stocks / have low liquidity, or securities which are listed in 'Z' group or series available for institutional category, and options / contracts in Derivatives Market which are illiquid options / far month options / long dated options, are not permitted for trading. Any other securities which do not meet SSL's internal risk and surveillance criteria or which as per SSL's perception are volatile or subject to market manipulation or have concentration risk at client level or at the company level are not permitted for trading. The stocks restricted by SSL will be duly updated on www.sbismart.com (hereinafter referred as the website). SSL may at any time, at its sole discretion and without any prior notice, deactivate scrips from trading that do not meet SSL's internal risk and surveillance criteria, thereby restricting the client's ability to trade in the scrip(s). SSL may, subject to internal risk and surveillance criteria, accept / place order (s) if the required settlement value / delivery of securities are provided prior to placing of the order. SSL will not be held responsible for any losses arising due to deactivation of the scrip / refusal or delay in providing limit.

SSL may refuse any order or transactions in respect of certain securities or segments which may be below/ above certain value/ quantity as may be decided by SSL from time to time without assigning any reasons thereof.

2. SETTING UP OF CLIENTS EXPOSURE LIMITS:

As part of risk management, SSL shall set client's *limits for transacting in Cash and F&O segment depending on the **collateral provided by the clients and as per the clients profile. Client shall abide by the limits, set by SSL or by the Exchange or Clearing Corporation or SEBI from time to time.

Collateral will be valued on a daily basis at latest / previous day's closing price and appropriate hair-cut shall be applicable. Securities that are acceptable as collateral and their haircut# may be changed by SSL from time to time at its sole discretion depending upon the internal risk and surveillance criteria. The acceptable collateral and the applicable hair cut will be as per SSL's internal risk and surveillance criteria.

Client profiling shall be based on various factors including trading pattern of clients, residential status / financial status. The profiling may be reviewed by SSL from time to time as per the internal risk and surveillance guidelines.

The exposure limits set by SSL do not by themselves create any right for the clients and are liable to be withdrawn at any time as per the internal risk and surveillance criteria and without any notice. The client agrees that any losses on account of such withdrawal shall be borne exclusively by the client alone. The client agrees not to claim any compensation from SSL in the event of withdrawal / refusal of the applicable limit. The client agrees to compensate SSL for any loss, harm or injury on account of exposure given and/or withdrawn.

In case of derivatives, clients shall be allowed to trade only upto the applicable position limits set by the Exchanges/Regulators from time to time. SSL may from time to time demand additional collateral from the client in the form of funds or securities if there is a requirement for the same and the client shall be required to provide the same.

3 BROKERAGE POLICY:

SSL is entitled to charge brokerage for trades facilitated on BSE/NSE or any other recognized Exchange of which SSL is a Member. The Brokerage shall be paid in the manner intimated by SSL from time to time, including as a percentage of the value of the trade or as a flat fee or otherwise. Brokerage rate may vary from client to client, as per the terms agreed with the client at the time of registration (provided under the heading "Schedule of Charges" in this Form) or by way of any subsequent written communication between the client and SSL. The rate of brokerage shall however be exclusive of all statutory & regulatory levies. The rate of Brokerage shall not exceed the maximum permissible brokerage stipulated by Exchange(s)/ SEBI which at present is as under:

- For Cash Market Segment: The maximum brokerage chargeable in relation to trades effected in the securities admitted to dealings on the Capital Market segment of the Exchange shall be 2.5 % of the contract price exclusive of statutory levies. Where the sale / purchase value of a share is Rs. 10/- or less, a maximum brokerage of 25 paise per share may be collected.

*Limits mean and includes exposure limits, turnover limits, intraday/ delivery/ carry forward positions, limits as to the number, value and/or kind of securities in respect of which orders can be placed etc.

**Collateral means and includes clear credit lying in client's ledger, Bank lien marked funds, Bank transfer, DP free stock, DP lien/ hold marked securities, unsettled payout securities stock held with SSL in beneficiary accounts, fixed deposits and Bank Guarantees etc.

#Hair-cut applied by SSL may be over and above VaR margin percentage specified by the exchanges.

For Option Contracts: Brokerage for option contracts shall be charged on the premium amount at which the option contract was bought or sold and not on the strike price of the option contract. It is hereby further clarified that brokerage on options contracts shall not exceed 2.5% of the premium amount or Rs. 100/- (per lot) whichever is higher.

4. POLICY ON PENALTY/CHARGES:

SSL has to honour / adhere to various trading (margin/ adhoc margin) and settlement obligations (funds and/or securities) as per Exchange bye-laws in respect of trades executed on behalf of the client on BSE/NSE. In order to enable SSL to meet the trading and settlement obligations as per the Exchange bye-laws, the clients are required to ***timely settle their trading and settlement obligations. SSL may impose penalty and other charges, subject to rules, regulations, byelaws, circulars, directives and guidelines of SEBI and Exchanges as well as considering the prevalent market and other circumstances at a related point in time.

These penalty/ charges include but are not limited to:

- i. Failure to settle/meet trading and settlement obligations.
 - Delayed payment charges not exceeding 2% per month or such other rate as may be determined by SSL from time to time. Interest shall be debited to the account of the client on fortnightly basis.
 - Charges for short selling of securities/Non-delivery of shares, at a rate not exceeding 2% of the sale value or such other rate as may be determined by SSL from time to time. Short selling penalty shall be debited to the account of the client on settlement day.
- ii. Dishonour of cheque issued, Bank charge at actual or and in cases of multiple/frequent instances the penal charges as may be determined by SSL from time to time.
- iii. Any penalties / levies by Exchange / Regulators, for any irregularities observed by them due to acts/ deed or transactions of the clients, at such rate as may be determined by Exchange / Regulators from time to time.

This is only a penal measure to bring in discipline in the clients to meet trading and settlement obligations as per schedule specified by SSL and should not be construed as an funding arrangement to the client.

5. INTEREST FREE DEPOSITS:

SSL provides exposure against the upfront margin received in form of cash / collateral from the client and the client also has the prerogative to demand withdrawal of cash or collaterals at his discretion subject to surplus margin in place. SSL shall not pay any interest or other benefit to the client for maintaining cash balances or depositing collateral margins with SSL except for the corporate benefit received on such collateral securities, if any.

6. LIQUIDATION POLICY:

SSL offers products and services to its clients, which are customized as per the trading preference and investment pattern of the client. The product feature / guidelines are broadly clarified on our web site. It will be the sole responsibility of the client to timely square-off / close / convert the position in products having specified time frame. If the client does not square off his open positions before the specified time frame SSL at its sole discretion would square off/close out the open positions on days of high market volatility, or reasons beyond the control, SSL reserves the right to change the timings by either pre-poning or postponing the same. For availing various trading/ investment products, in Cash / F&O or any other segment in which SSL is a member, the client shall maintain adequate collateral (as defined above) on or before the scheduled date. The client agrees and confirms that in case of any short fall or delay/default in meeting the obligation, which includes but not limited to pay-in / margin / mark-to-market / Cheque return or any other obligation, SSL shall have the right to sell client's collaterals to the extent of obligation and all such levies / expenses incurred by SSL, without giving any prior notice to the client. The client further agrees that SSL has the right to close his/her open position in circumstances as SSL might think just and proper (on case to case) basis. SSL offers trading facility as per internal risk and surveillance guidelines and rules, bye-laws, regulations, circulars of the Regulator / Exchanges. SSL shall have the right to sell / close clients position which violates any AML / internal risk and surveillance guidelines and rules, bye-laws, and regulations, circulars of the Regulator / Exchanges. SSL shall square off / close out the client open positions at any of the Exchanges and it can happen at either market price or limit price. SSL reserves the right to decide the limit price keeping in view of the size of the order and the depth of the market. Client shall be solely responsible for any resultant losses incurred to client due to selling of client's securities by SSL or squaring off the client's open positions or for not doing so. All losses in this regard shall be borne by the CLIENT and SSL shall be fully indemnified and held harmless by the CLIENT in this behalf.

*** Timely settle, means one working day prior to the date of pay-in announced by Clearing Corporation / Clearing House of the respective Exchanges.

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

As per the prevailing guidelines, clients are required to make securities payin on or before settlement day. However, SSL is not obliged to deliver any securities to the client unless and until the same has been received by SSL from the clearing corporation/ clearing house or other entity liable to deliver their securities. In case of default in security pay-in by the client, SSL as per the internal settlement guidelines, shall debit an amount known as valuation debit to the clients. In case of default in security pay-in by the client there is a possibility of internal shortages at SSL. These internal shortages are marked against clients randomly at the sole discretion of SSL. In case of internal shortage, the obligation will be closed out at the highest traded price in Exchange from the day of trading till the auction day or at a percentage as applicable from time to time above the official closing price on the auction day, whichever is higher, as a penalty on the defaulting client and the benefit will be passed on to the respective beneficiary client. Scrip which is settled on Trade to Trade basis at Exchange does not fall under the above mentioned policy.

8. CONDITIONS UNDER WHICH A CLIENT MAY NOT BE ALLOWED TO TAKE FURTHER POSITION OR SSL MAY CLOSE THE EXISTING POSITION OF A CLIENT:

Under various circumstances outlined in the internal risk and surveillance guideline, the client may not be permitted to take any fresh or further position and SSL may at any time, and at its sole discretion and without prior notice, close all or part of the position of the client. The guidelines regarding restriction to take fresh or further position and close all or part existing position include but are not limited to :

- Default by the client in honoring its trading and settlement obligation. This includes dishonoring of cheque.
- Any further position which may result in violation of any rules, bye-laws, and regulations, circulars of the Regulator / Exchanges. In case of any violation, SSL without any intimation /prior notice will close all or part of the position of the client to ensure compliance.
- In case any of the account opening details are found to be false or untrue or misleading or misrepresented.
- Where a client is reported to or known to be insolvent / deceased / lunatic or other disability.
- Receipt of binding order or commencement of any legal proceeding against the client under any law / Regulator or authority in force.
- If the client has breached any term, condition or covenant of this understanding with SSL.

Further, it would be the duty of the client to monitor his/ her position with SSL from time to time. The client shall ensure to meet any trade and settlement obligation promptly to ensure that the payin shall be received and processed on or prior to the settlement date or a date intimated by the SSL, whichever is earlier. In case of any delay or failure by the client, SSL at its discretion, may close the open position / contracts without any further intimation to the client in this regard. In the event of liquidation of the open positions the client shall be liable for any resultant losses and all associated costs incurred by SSL.

9. SUSPENSION/DEREGISTERING OF CLIENTS TRADING ACCOUNT:

The client understands and agrees that SSL may at any time, at its sole discretion and without prior notice, as a risk containment or surveillance measure prohibit or restrict his/its ability to trade in securities in the following circumstances:

- i. The client is not pursuing the internal risk and surveillance criteria. These Risk / surveillance criteria include but are not limited to:
 - Any investigation / action taken by Regulators (not restricted to SEBI)/ statutory / government or judicial authorities.
 - Irregular trading/investment pattern resulting in violation of any rules, bye-laws, regulations, circulars not restricted to SEBI.
 - Anti Money Laundering (AML) perspective.
 - Frequent default by the client in honouring his / her trading and settlement obligations.
 - Dishonour of Cheque issued by the client.
 - If the client fails to clear his / her outstanding debit within the specified time.
- ii. Failure to inform any updation/modification in personal details, due to which the client may be non-traceable. Personal Details include but not limited to:
 - Correspondence / Permanent Address
 - Designated Bank and Demat Account.
 - Email Id / Mobile Number.
 - Income and Financial details

- iii. The client account has been dormant or inactive during the period as specified in the internal risk and surveillance guidelines.
 - iv. In case any of the account opening details are found to be false or untrue or misleading or misrepresented.
 - v. Where a client is reported or known to be deceased or lunatic or has other disability which prevents from undertaking contractual liability or for any other justifiable reason .
 - vi. Where client fails to provide / execute or renew mandatory documentary requirements as prescribed by Exchanges/ Regulators from time to time and /or refusal to do the periodic submissions as required by Exchanges/ Regulators.
 - vii. Client having suspicious back ground, link with suspicious organization etc. based on information found from authentic channel including but not restricted to websites.
 - viii. Within 15 days of receipt of the suspension / closure request from the clients, subject to clearance of all dues and settlement obligations.
- Upon closure of the account, the understanding entered into by and between SSL and the client shall stand terminated. The termination of the understanding 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. DORMANT / IN-ACTIVE ACCOUNT:

Where no transactions have taken place in clients account during the last 6 (Six) months from the date of last transaction, then such account will be considered dormant / in-active account.

If the account status is tagged as a dormant / in-active account, then the surplus funds or securities lying with SSL shall be refunded / returned to clients at his/her last known bank account / DP account for securities or at such other account(s) as mentioned in the Account Opening Form.

11. REACTIVATION:

Clients account will be re-activated, subject to fulfillment of such conditions as SSL may consider fit and proper –

- i. on submission of proof of identity and proof of address, where the account is suspended due to dormant / inactive status or on client's request, or on submission of such other information/ documents as deemed fit by SSL.
- ii. in other circumstances, at the discretion of SSL, provided there are no outstanding dues from the client or client has complied with all requirements of SSL of submission of information/ documents or on fulfillment of such other conditions that SSL may impose at its discretion.

12. GOOD TILL DATE ORDER POLICY

1. SSL offers Good till Date (GTD) facility which enables clients to place buying and selling orders by specifying the price and timeframe for which an order shall remain valid.
2. The validity of GTD order shall be maximum one month. However, the validity can be changed to any future date within a period of such one month. If the order is not executed within a defined time, it shall automatically get cancelled.
3. In case of corporate actions, SSL shall intimate the clients about details of upcoming corporate actions applicable to unexecuted orders.

CLIENT ACCEPTANCE OF POLICIES AND PROCEDURES STATED HEREINABOVE:

I have fully understood the policies and procedures stated hereinabove and do hereby agree as to the validity, enforceability and applicability of any provisions / clauses mentioned in this document as applicable to my trading account. I understand that above policies & procedures are subject to the amendment / change at the discretion of SSL and shall be intimated to me / us by notice in writing / electronic communication or by a suitable modification to the policies & procedures on the website . Such amendment / change shall be binding upon us upon the expiry of 15 (Fifteen) days from such notifications and the continued use of SSL's service by me / us shall constitute acknowledgement and acceptance of such amendment(s) by me / us. These policies and procedures shall always be read along with the other document and shall be compulsorily referred to while deciding any dispute / difference or claim between me / us and SSL before any court of law / judicial / adjudicating authority including arbitrator / mediator etc.

General Clause

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

Beneficial Owner information

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

Fees/Charges/Tariff

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

Dematerialization

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

Separate Accounts

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

Transfer of Securities

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

Statement of account

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

Manner of Closure of Demat account

17. The DP shall have the right to close the demat account of the Beneficial Owner, for any reasons whatsoever, provided the DP has given a notice in writing of not less than thirty days to the Beneficial Owner as well as to the Depository. Similarly, the Beneficial Owner shall have the right to close his/her demat account held with the DP provided no charges are payable by him/her to the DP. In such an event, the Beneficial Owner shall specify whether the balances in their demat account should be transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.

18. Based on the instructions of the Beneficial Owner, the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of thirty days as per procedure specified from time to time by the depository. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the Beneficial Owner or the DP and shall continue to bind the parties to their satisfactory completion.

Default in payment of charges

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

Liability of the Depository

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

Freezing/ Defreezing of accounts

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

Redressal of Investor grievance

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

Authorized representative

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

Law and Jurisdiction

26. In addition to the specific rights set out in this document, the DP and the Beneficial owner shall be entitled to exercise any other rights which the DP or the Beneficial Owner may have under the Rules, Bye Laws and Regulations of the respective Depository in which the demat account is opened and circulars/notices issued there under or Rules and Regulations of SEBI.
27. The provisions of this document shall always be subject to Government notification, any rules, regulations, guidelines and circulars/ notices issued by SEBI and Rules, Regulations and Bye-laws of the relevant Depository, where the Beneficial Owner maintains his/ her account, that may be in force from time to time.
28. The Beneficial Owner and the DP shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of the depository and that such procedure shall be applicable to any disputes between the DP and the Beneficial Owner.
29. Words and expressions which are used in this document but which are not defined herein shall unless the context otherwise requires, have the same meanings as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued there under by the depository and /or SEBI
30. Any changes in the rights and obligations which are specified by SEBI/Depositories shall also be brought to the notice of the clients at once.
31. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Depository, where the Beneficial Owner maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

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 said 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 accountholders 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 without 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 warrant 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.

VOLUNTARY CLAUSES FOR TRADING ACCOUNT (NON MANDATORY)

The Clauses enumerated below form part of the Terms & Conditions entered between the client and SBICAP Securities Limited (hereinafter referred to as 'SSL') for the purpose of trading in National Stock Exchange of India Limited and Bombay Stock Exchange Limited.

To ensure smooth operations and to enhance the transparency in the services offered by SSL, the client and SSL have agreed to the terms and conditions contained in voluntary clauses.

The client has agreed to obtain services from SSL after fully understanding the terms and conditions which shall be subject to modification from time to time and such modification shall be intimated to the client.

DEFINITIONS:

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

- (i) "Exchange" means the National Stock Exchange of India Limited (NSE), Bombay Stock Exchange Limited (BSE) and (includes segments of the Exchange (jointly and severally referred as Exchange(s))
- (ii) "Exchange Provisions" means the Rules, Bye-laws, 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 Handbook for ITORS prescribed by the Exchange, as amended from time to time.
- (iii) "ITORS" means Internet based Trading through Order Routing System, being a system approved by the Exchange for enabling clients to route their orders to SSL over the internet.
- (iv) "Service" means SSL's brokerage/ depository service including trading facility and such other investment products that SSL may offer from time to time.
- (v) "SSL's ITORS System" / WebSite" means the web site hosted by SSL on the internet through which SSL offers internet based service and includes the hardware and software used for hosting and supporting the website.
- (vi) "Password" means an alphanumeric code used by the Client to validate his/her username and accesses the service.
- (vii) "SEBI" means the Securities & Exchange Board of India.
- (viii) "Username" means an alphanumeric / numeric login identification used by the Client for accessing the Service.
- (ix) "RBI" means the Reserve Bank of India
- (x) "DP" means the Depository Participant
- (xi) "SMS" means Electronically transmitted Short Messaging Services
- (xii) "Designated Bank" means any bank designated by SSL
- (xii) "Designated DP" means any DP(s) as designated by SSL
- (xiv) "Securities and/or other Property" means, but is not limited to, cash, stock, bonds, mutual funds, money funds, fixed deposits, financial instruments and related contracts, whether for present or future delivery. This definition includes securities or other property currently and hereinafter held, carried or maintained by SSL or any affiliates, in SSL's possession or control, or in the possession or control of any such affiliate, for any purpose, in and for any of the client's account(s) now or hereinafter opened, including any account in which the Client may have an interest.
- (xv) 'Affiliates' shall in respect of the SSL mean State Bank of India and its group companies whose customers are entitled to avail the Services under any arrangement with SSL.
- (xvi) "Terms and Conditions" means parameters laid down by SSL for availing its services
 - 1 (a) In this Terms & Conditions, headings are used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision of this Terms & Conditions.
 - 1 (b) In this Terms & Conditions, unless the context otherwise requires, reference to the singular includes a reference to the plural and vice-versa, and reference to any gender includes a reference to all other genders.
 - 1 (c) In this Terms & Conditions, unless the context otherwise requires, references to recitals and Clauses shall be deemed to be a reference to the recitals and clauses of this Terms & Conditions.
 - 1 (d) References to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other provision made under it.
 - 1 (e) References to the word "include" or "including" shall be construed without limitation.
 - 1 (f) References to any law shall include and shall be construed to include such law as amended or re-enacted from time to time;

2. REPRESENTATIONS AND WARRANTIES OF CLIENT :

The client represents and warrants to SSL that :

- (a) All information provided and statements made orally or in writing through any means, including but not limited to the client registration form, as well as ITORS/ Internet Trading Account Application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the client is aware that SSL has agreed to provide services to the client on the basis, inter alia, of the statements made by the client. The client further agrees that if any of the statement(s)/ declaration(s) made are found to be incorrect, then SSL (which term for this clause includes any of 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.
- (b) The services provided by SSL would be put into use only for bona fide transactions and shall not involve any violations of rules, regulations, bye-laws, circulars, acts of Exchange(s)/SEBI/RBI or any other regulatory/statutory authorities in force in India or any other jurisdiction to which the client is subject to.
- (c) The client registration form has been completed in all respects along with relevant documents and submitted to SSL.
- (d) The client shall notify SSL immediately in writing, of any changes in the details provided to SSL at time of opening the account or furnished to SSL from time to time; including without limitation any information provided in relation to the clients investment objectives.
- (e) The client is not prohibited from dealing in securities and has the required legal capacity / authorised to enter into this Terms & Conditions and shall perform all regulatory obligations and undertakings.
- (f) All actions required or desirable to be taken to ensure compliance with all the applicable laws in force are taken and will continue to be taken including any approvals/authorization/disclosures and proof of the same shall be provided to SSL as may be required from time to time.
- (g) By entering into each transaction or making each request or order under this Terms & Conditions the client will not violate its constituent documents or any applicable law(s) or order of court(s) or any contract or other instrument binding on it or its assets.
- (h) All actions required to be taken to ensure compliance of all transactions which the client may enter shall be completed prior to such transaction being entered into.
- (i) The client has taken into account, apprised and assessed all risks (including liquidity risk, credit risk, market risk, regulatory risk or any other risk of the issuer) associated with such products, before taking an investment decision, irrespective of any recommendation made by SSL.
- (j) There are no prior or pending financial / criminal proceedings or investigations or enquiries or any negative reputation issues or any actions taken by SEBI/RBI/ Exchange(s)/ Depository(ies) / any other Regulatory Authority (ies) and in the event of any such issues or proceedings commenced against the client, the client shall inform immediately to SSL.
- (k) Any instruction(s) given by the client's authorized representative to SSL (or to SSL's representative) shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the client.
- (l) The client hereby represents and agrees that the client shall not initiate, promote or participate in any unfair or manipulative market practices.
- (m) The client agrees that the client is trading on his/her own account as a principal and not as an agent on behalf of any other person and shall not act as a sub-broker, without obtaining certificate of registration from the Securities and Exchange Board of India (SEBI) and informing SSL of such registration.
- (n) The client has opened/agreed to open a valid and subsisting securities account / bank account with the Designated Bank and the Designated DP as specified in Application for opening a trading account with SSL.
- (o) The client agrees to keep SSL updated on financial status and provide such details as regards financial position, assets, and liabilities etc., including networth details etc., annually and as and when required by SSL. The client hereby permits SSL to provide such information any time to any statutory / regulatory authorities as may be required.
- (p) The client has adequate financial resources and trading experience for trading in securities.
- (q) The client warrants that all or any securities deposited by the client with SSL 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 transfer pursuant to any order or request and provision of any margin required under this Terms & Conditions, 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.

- (r) The client will not close, freeze or pledge either the bank account or the Securities Account designated for the purposes under this Terms & Conditions or for availing services offered by the SSL, if there are any pending obligations or dues to SSL.
- (s) The client will immediately furnish information to SSL in writing, including but not limited to any insolvency petition or garnishee order passed against the client and any other litigation/proceedings or circumstances/investigation which may have material bearing on his/her capacity to perform obligations under this Terms & Conditions and/or to invest.
- (t) The client has the necessary infrastructure and /or equipment needed to avail SSL's ITORS/ Internet System and will be responsible for any losses consequential and / or incidental caused due to insufficient infrastructure and / or equipment to avail of the same.
- (u) The client hereby declares that he/she is the ultimate operator of the account and the client is not related to or associated with any of SSL's employees or agent including without limitation as a spouse or as child under 18 years of such employees or agents and agree that if the client becomes related to or associated with any of such employees or agents, the client shall promptly notify SSL of the existence and nature of such association and acknowledge and agree that SSL may, upon receipt of such notice, at SSL absolute discretion, terminate the account/Terms & Conditions forthwith.
- (v) The client will ensure that in the event the client seeks to engage in any form of trading including intra-day trading, he/she shall obtain adequate market techniques including an in-depth knowledge of the securities market, familiarity with SSL's business practices, including the operation of the order execution systems and procedures.
- (w) The client is aware of the risk associated with speculation involved in intra-day trading.
- (x) The client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and SSL's ITORS/ Internet Service may at any time be unavailable without further notice. SSL and the Exchange do not make any representation or warranty that SSL's ITORS/ Internet Service will be available to the client at all times without any interruption. The client agrees that he/she shall not have any claim against the Exchange or SSL on account of any suspension, interruption, non-availability or malfunctioning of SSL's ITORS/ Internet System or Service(s) or the Exchange's service or systems for any reason beyond SSL control.
- (y) The client has read understood and agrees that he/she shall from time to time regularly continue to read and understand, and abide by the terms and conditions and other information displayed on SSL's website, the Exchange(s) provisions, Rules, Regulations, circulars, government notifications etc.
- (z) 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(s) and that SSL 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.
- (aa) The client shall utilize the services offered by SSL 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.
- (ab) Nor the client neither any member of his/ her 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 SSL of the same.
- (ac) The client has understood and agrees to be bound by SSL's internal auction and close-out policies and abide by the rate and quantity of margin and/or amount of monies debited and/or credited to his/her account pursuant to SSL's internal policy.
- (ad) In the event of the client's death or insolvency or otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, SSL may close out the client's transaction and the client or his/her legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom.
- (ae) The client is aware that he/she has the option of not availing internet trading services and/or teletrade facility as offered by SSL, however being fully aware of all risks, the client desires the convenience of such facility of transmitting orders and instructions over SSL's website or telephone and has therefore opted for such service/facility of his/her own free choice and is willing and agreeable to bear all associated risks, responsibility and liability.
- (af) The client is not a United States ("U.S.") person for purposes of U.S. federal income tax and that the client 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; and 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 SSL of any change in status in the event the client becomes a U.S. citizen or a resident, immediately of such change in the status.

3. APPOINTMENT :

SSL hereby agrees to provide services to the client and the client agrees to avail the services provided by SSL on the terms and conditions set forth in this Terms & Conditions.

4. ELIGIBILITY CRITERIA :

The client shall be eligible to avail the services offered by SSL only after completing the registration formalities and fulfilling the conditions as prescribed by SSL from time to time including, inter alia, as follows:

- (a) The client is of sound mind and has the financial / legal capacity to undertake contractual/other liability.
- (b) The existence/opening of a bank account and a depository account by the client either with a Designated Bank and a Designated DP or with a bank and a depository participant acceptable to SSL.
- (c) Execution of a Power of Attorney in favor of SSL and the Designated Bank / DP for limited purpose use of the Designated Bank / DP accounts.
- (d) Execution of such other documents and furnishing of particulars as may be required by SSL from time to time.

On satisfactory verification by SSL of the information provided by the client and the fulfillment of all requirements as stated in sub clauses (a) to (d) above by the client, SSL shall register the client for availing the services and open its Account with SSL.

5. SERVICES OFFERED BY SSL :

The services offered by SSL will be specifically described /updated on our website www.sbismart.com and trading and product guidelines brochure along with the terms and conditions. SSL reserves the right to modify or cancel any of its products/services at its sole discretion.

SSL represents and warrants to the client that :-

SSL's ITORS System has been approved by the Exchange.

6. TRADING HOURS :

The client shall trade during trading hours of the Exchange. However, client may place orders during off market hours. SSL may accumulate such orders received during off market hours and execute such orders when the relevant Exchange next opens for trade provided such orders are duly validated by SSL's risk management system. SSL reserves the sole right to offer and withdraw placing orders facility during off market hours at its discretion and does not guarantee execution of such orders.

7. USER NAME AND PASSWORD:

- (a) The client will be entitled to a username and password, which will enable him to access SSL's ITORS System for availing of the Service.
- (b) The client is aware that SSL's ITORS System itself generates the initial password. The client agrees and undertakes to immediately change his initial password upon receipt thereof. The client is aware that subsequent passwords are not known or available to SSL.
- (c) 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 SSL's ITORS System using the client's Username and/or Password whether or not such person was authorised to do so.
- (d) The client shall immediately inform SSL of any unauthorised use of the client's Username or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc.
- (e) The client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorised use of his Username and/or Password by a third party and the risk of a person hacking into the client's account on SSL's ITORS System and unauthorisedly routing orders on behalf of the client through the System. The client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/or Username and also for any and all acts done by any person through SSL's ITORS System on the client's Username in any manner whatsoever.
- (f) The client shall log off from the ITORS Service at any time the client is not accessing or using the Service and any liability incurred to the client as a consequence of the client not logging off the Service shall borne solely by the client.
- (g) Without prejudice to the provisions of Clause (e) the client shall immediately notify SSL in writing with full details if :
 - (i) he discovers or suspects unauthorised access through his Username, Password or account,
 - (ii) he notices discrepancies that might be attributable to unauthorised access,
 - (iii) he forgets his password or
 - (iv) he discovers a security flaw in SSL's ITORS System.

In any of the above events specified, the client shall immediately change his Password. However, if the client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason then the client shall immediately request SSL in writing to discontinue his old Password; and thereupon SSL shall cause SSL's ITORS System to discontinue the use of the client's old Password and SSL's ITORS System shall generate a new Password for the client which shall be communicated to the client. At no point in time shall SSL be liable for any loss, whether notional or actual, that may be suffered by the client on account of the misuse of the Password.

8. EXECUTION OF TRANSACTION REQUESTS :

- (a) As a precondition for the execution of purchase, subscription or sale or other orders which involves payment of clients funds or delivery of clients securities, SSL may in its sole discretion
 - (i) Require the client to maintain, at the time of order placement, required funds in SSL's custody and control in such manner as prescribed by SSL in his/her Trading Account for the full value of the order, plus any brokerage, Margin, service tax, transaction charges, associated costs, statutory levies and such mark-up as SSL may determine.
 - (ii) Require the client to maintain an available stock balance in the Trading Account or place relevant securities in SSL's custody and control in such manner as SSL may prescribe.
 - (iii) Require the client to instruct the Designated Bank or the Designated DP to block the required funds/securities in the Bank Account or Trading Account, in order to secure the payment of the purchase price of securities purchased or to be purchased by the client or other amount payable by the client on the execution of the order; to secure delivery of any securities sold, or proposed to be sold or redeemed by the client.
 - (iv) Require the amount of Margin prescribed by SSL to be available in the Trading Account.
- (b) Should a client desire to engage in specific products offered by SSL he/she may do so by placing orders either through SSL's Web Site or designated telephone numbers stipulated by SSL from time-to-time. The facility will be subject to such procedures and terms and conditions as SSL may stipulate from time to time in such form or manner or through such medium as SSL may decide at its discretion.
- (c) The client shall not be entitled to presume that any order transmitted by the client has been received by SSL until SSL has confirmed receipt of such order. However, due to technical or other factors, a transaction order/request which has been received by SSL 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 SSL.
- (d) All orders for purchase, sale or other dealings in securities and other instructions routed through the SSL's System via the clients Username shall be deemed to have been given by the client.
- (e) The orders, instructions, contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.
- (f) SSL may from time to time impose and vary limits on the orders which the client can place through SSL's System (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The client is aware and agrees that SSL may need to vary or reduce the limits or impose new limits urgently on the basis of SSL's risk perception and other factors considered relevant by SSL, and SSL may be unable to inform the client of such variation, reduction or imposition in advance.
 The client agrees that SSL shall not be responsible for such variation, reduction or imposition or the clients inability to route any order through SSL's System on account of any such variation, reduction or imposition of limits. The client understands and agrees that SSL may at any time, at its sole discretion and without prior notice, prohibit or restrict the clients ability to place orders or trade in securities.
- (g) The client understands and agrees that with respect to a market order or any other order, the client will receive the price or prices at which the clients order is actually executed by the Exchange's system; and such price or prices may be different from the price at which the securities were trading when the clients order was placed with SSL or entered into the system or received by SSL.
- (h) SSL shall not be liable for any delay in the execution of any order for any reason beyond SSL control or for any resultant loss on account of the delay.
- (i) The client agrees that SSL may, at its sole discretion, subject any order/request placed by a client to manual review and entry, which may cause delays in the processing and/or execution of the clients order or may result in rejection of such order. SSL shall not be liable for any consequences thereof.

- (j) The client understands that placing an order with SSL, including a market order, does not guarantee execution of the order.
- (k) SSL is entitled in its sole discretion as a risk containment measure to allow or disallow trading by the client in certain scrips / contracts / products / services including but not limited to in far month contracts, illiquid scrips/contracts, contracts under ban period etc.
- (l) The client agrees that orders, instructions and other communications given or made over the telephone may be recorded by SSL. The client also agrees that such recording and SSL's records of any orders, instructions and communications given or made by the client or SSL by electronic mail, fax or other electronic means shall be final and binding and be used as an evidence in case of dispute. If SSL so chooses to record the orders, instructions and communications, it shall be free to store the same for such period of time as SSL deems fit and SSL may overwrite, erase or destroy such records at such intervals as it may deem fit.
- (m) The client agrees to ensure that all orders and instructions are absolutely clear and unambiguous irrespective of the mode of instructions; the client agrees that if any request/order is not absolutely clear or unambiguous, SSL or its employees or authorised representatives taking such instructions shall be entitled to interpret the same as per their own understanding of such instructions and such understanding and interpretation shall be final and binding on the client.
- (n) SSL is entitled in its sole discretion to:
 - (i) refuse to accept or act upon any request/order as part of its risk containment or surveillance measures; or
 - (ii) close out any transaction which is the subject of a request/order in accordance with its close out provisions; or
 - (iii) not allow any trades or transactions in respect of certain securities or segments or orders/ requests which may be below/ above certain value/ quantity as may be decided by SSL from time to time.
- (o) The client is aware that even after the entry of the order of the client in the order matching module of the Exchange, it is not guaranteed that the order will be executed. Orders may remain unexecuted for a number of reasons, including without limitation the availability of a counter party willing to match the order. Accordingly orders may get executed after substantial delays. The client is aware that under the present systems of the Exchange an unexecuted order is automatically cancelled at the end of the day and in the event the client desires to recast the orders on the following day the client shall be responsible for once again providing such order to SSL and in the absence of any such following request, the order/request shall be deemed cancelled.
- (p) Stop loss or book profit level orders will need to be communicated to SSL by the client at each order stage. The client understands that standing instructions for stop loss or book profits may not be possible.

9. LIEN :

- (a) The client agrees that all monies, securities or other property that may be held by SSL or pledged in favour of SSL with the Designated Bank/DP on the clients account shall be held by SSL at the sole risk and cost of the client and such monies, securities or other property shall be held subject to a general lien for the discharge of the clients obligation to SSL under this Terms & Conditions irrespective of whether such obligation of the client is disputed by the client. SSL shall be under no obligation to release such monies, securities or other property until the client has discharged its entire obligation to the due satisfaction of SSL. In enforcing its lien, SSL at its sole discretion may determine which securities and/ or other property are to be sold or which contracts are to be enforced.
- (b) All securities and/or other property in any Account in which the client has an interest or which at any time are in the possession or under the control of SSL, shall be subject to a lien for the discharge of any and all indebtedness or any other obligation that the client may have to SSL.
- (c) Notwithstanding anything contained in these presents, the client hereby agrees that any amounts which are overdue from the client may be charged the late payment charges at the rate as may be determined by SSL per month of the sums in default. The client hereby authorizes SSL to directly debit the same to the account of the client at the end of each month. The client also authorizes SSL to debit charges for services which SSL provides to the trading account. The client also agrees that any amount overdue from him (including the interest on delayed payment) shall be adjusted by SSL from dues owed to the client.

10. ELECTRONIC CONTRACT NOTES AND ELECTRONIC COMMUNICATION :

SSL shall send digital / electronic documents or information which is obligatory to SSL to send to the client by means of an electronic communication. Every document so sent shall contained all such information as is mandated by the concerned statutory and or regulatory authority. SSL would be deemed to have fulfill its legal obligation to deliver a document to the client if it is sent by electronic mode and such communication will be binding on the client.

11. MARGIN:

The client agrees and undertakes to immediately deposit with SSL such cash, securities or other acceptable security, which SSL may require as margin. The client agrees that SSL shall be entitled to require the client to deposit with SSL a higher margin than that prescribed by the Exchange. SSL shall also be entitled to require the client to keep permanently with SSL a margin of a value specified by SSL so long as the client desires to avail of SSL's ITORS Service.

12. BROKERAGE, FEES AND CHARGES:

The client agrees to pay SSL brokerage, charges, fees, service tax and other taxes and transaction expenses as they exist from time to time and as they apply to the client's account and transactions, and the services that he receives from SSL.

A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses has been provided by SSL on its website www.sbismart.com

13. NOTICES :

- (a) Any notice or other communication to be given by any party to the other in connection with this Terms & Conditions shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or by e-mail to the addressee at the address or (as the case may be), the e-mail or facsimile number (if any), at address, facsimile number or e-mail address as the party to be served may have notified the other in accordance with the provisions of this Clause. [i.e in case of SSL on correspondence address given at Account Opening Form and in case of client as per the details mentioned in Account Opening form/on the updated address if modified].

Notwithstanding anything stated above, communication relating to orders, margins, maintenance calls and other similar matters in the ordinary course of dealings between SSL and the client may be communicated orally.

14. CANCELLATION / MODIFICATION OF ORDERS:

- (a) 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 SSL and/or the Exchange and/or the Designated Bank and/or the Designated DP, as the case may be;
 - (ii) SSL 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) SSL communicating a statement to the client to the effect that it accepts such cancellation or modification.
- (b) No order / transaction request shall be assumed to be executed / cancelled / modified until a transaction confirmation from SSL is received by the client via the trading screen or telephone or facsimile or any other mode.
- (c) Notwithstanding anything contained in this Terms & Conditions, any order not executed at the end of Trading Hours will stand cancelled.
- (d) The Exchange concerned may cancel/ annul a trade suo-moto without giving a reason thereof. In the event of such cancellation, SSL shall be entitled to cancel relative contract(s) with the client.
- (e) The order once executed will not be modified for whatsoever reason.

15. CONFIRMATION:

- (a) It is hereby specially agreed that in the event the client does not receive any confirmation from SSL, whether by E-mail or printed/digital contract note or short messaging service (SMS) / telephone lines, by the end of the next Business Day following the date on which the order is placed, the client shall make inquiries with SSL on the status of its order by calling SSL or visiting SSL's website and obtain trade confirmations.
- (b) The client shall within a reasonable time by e-mail or in such other manner as may be mutually agreed between the client and SSL, notify SSL of:
 - (i) Any failure by the client to receive a message from SSL indicating that a request was received and executed, or any failure by the client to receive an accurate confirmation of an execution of a request; or
 - (ii) Any receipt by the client of trade confirmations, Contract Notes, statements or other documents which the client has an objection to or which contains any discrepancy or inaccuracy.

- (iii) Online confirmation will be made available to the client on the system upon execution of his/her order on the market or on cancellation of order placed by him/her through SSL's system / Call & Trade/branches. This would be followed by a confirmation by postal mail, electronic mail or other electronic means. It is the responsibility of the client to review upon first receipt whether delivered to him online, by postal mail, electronic mail or other electronic means, all confirmations of transaction or cancellation. The client agrees that the information sent by SSL by e-mail/short messaging service (SMS) / telephone lines is deemed to be a valid delivery of such information. SSL shall issue to the client a Contract Note for purchase/sale of securities at the designated address and/or by e-mail.
- (c) SSL will not be responsible for non receipt of confirmation due to any change by E-mail/mobile number/telephone number or correspondence address of the client which has not been intimated by client by way of a letter within a reasonable time frame.
- (d) In the event any trade confirmations, Statements or Contract Notes or any other client communications are sent electronically the electronic log generated by SSL's System, shall be construed as a sufficient proof of delivery of the above. In case the trade confirmations, statements or Contract Notes or any other client communications are dispatched physically, then proof of dispatch issued by the courier company shall constitute a final proof of delivery of the above.
- (e) The client understands that placing a request/ order (including one that confirms, amends or revokes a previous transaction or request) with SSL does not guarantee execution of the said request/order and/or the revocation of a previous request and that SSL shall not be deemed to have received any electronically transmitted request until SSL has specifically confirmed the receipt of such request or acts upon it.
- (f) Unless specifically mandated to the contrary under applicable laws, SSL shall be entitled to send all 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.
- (g) The client understands that it is his/her responsibility to review, upon first receipt whether delivered to the client by e-mail or other electronic means, all trade confirmations, failure notifications, Contract Notes (where electronic mode was agreed to), statements, notices, contracts, bills and other communications.
- (h) In all cases, if the client raises any objection, SSL reserves the right to determine the validity of any such objection or discrepancy.
- (i) Unless the client informs SSL of the change of address for communication in writing, all notices, circulars, communications or mail shall be sent to the address last known to SSL.
- (j) SSL shall also send the Order/ Trade confirmation slip through E-mail to the client at his request, within time period as specified by the client or from the time of execution of order/ trade on the NEAT/BOLT system, as the case may be. The CLIENT agrees that the information sent by SSL by E-mail is deemed to be a valid delivery of such information by SSL.
- (k) The client is aware that SSL has provided on the web site a facility for reconfirmation of orders, which are larger than that specified by SSL's risk management, by SSL and is also aware that SSL has the discretion to reject the execution of such orders based on its risk perception.

16. DELAYED REPORTING OF TRANSACTIONS :

- (a) The client acknowledges that where trades or transactions are reported late to SSL on account of any problems at the Exchange or for whatsoever reason, SSL in turn will be late in reporting of transactions to the client .
- (b) In addition, any erroneous reporting to the client for any reason whatsoever will stand subsequently corrected upon SSL rectifying the same to reflect the transaction that was actually effected in the market.

The client further agrees as follows:

- A. SSL shall have the right to refuse to accept any buy or sell transaction or order from the client without providing any reasons thereof provided SSL immediately informs the client of any such decision.
- B. SSL shall not be liable for non-execution of any order or for any delays the execution of any purchase or sale order or for any resultant loss on account of such non-execution or delay, due to any link /system failure, electric failure, due to contingencies beyond it's control such as fire, flood, civil commotion, earthquake at the client SSL/ Exchange end.
- C. The client will receive the price at which his/her order is executed in the market place, which may be different from what is trading when his/ her order is entered into the system.

17. INVESTMENT ADVICE:

- (a) The client acknowledges that SSL shall not be liable to provide him /her with any legal, tax or accounting advice or advice regarding the suitability or profitability of a security or investment.
- (b) The client also acknowledges that SSL's employees are not authorized to give any such advice and that the client will not solicit or rely upon any such advise from SSL or any of its employees.

- (c) Any information or recommendations provided by SSL in addition to the services shall not be construed as investment advice given by SSL to the client.
- (d) The client agrees that in the event SSL or any employees or officials of SSL, provides any information, recommendation or advice to the client, the client may act upon the same at the sole risk and cost of the client and SSL shall not be liable or responsible for the same. The client assumes full responsibility with respect to his investment decisions and transactions.
- (e) SSL, its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the client.

18. MODIFICATIONS:

- (a) All modifications to this Terms & Conditions can be made at the discretion of SSL and shall be intimated to the client by notice in writing and by a suitable modification to the terms and conditions or other applicable section on the website or in any other manner. Such modifications shall be binding upon the client upon the expiry of 15 (Fifteen) days from such notifications and the continued use of SSL's service by the client shall constitute acknowledgement and acceptance of such amendment(s) by the client.
- (b) The client agrees that a modification of the terms and conditions section on the website or any other applicable section and a display of the modification for the duration of the applicability of such modification to the circumstances of the client shall be sufficient notice to the client, to take note of such modification.
- (c) If the rights and obligations of the client / SSL 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 client / SSL mentioned in this Terms & Conditions.
- (d) The client agrees to abide by operational procedures laid down by SSL regarding banking transactions etc and any changes made in these procedures from time to time and mentioned on the website.
- (e) Nothing contained in this Terms & Conditions shall be construed to impose an obligation on SSL to perform any obligation under this Terms & Conditions which is or may be in contravention of applicable laws or any binding judgment or order of any court or regulatory authority.
- (f) This Terms & Conditions is personal to the client and any non-signatory shall not have the right to enforce it.
- (g) The client authorizes SSL to exercise such powers for the purpose of this Terms & Conditions at such time and in such manner as it may in its discretion think fit for the purpose of performing its duties and responsibilities set out hereunder, to do or omit to do all such things as SSL may in its discretion consider necessary or desirable in order to perform its duties hereunder or to comply with any applicable laws.
- (h) The client has received from SSL a copy of this Terms & Conditions; and has read and fully understands and accepts the provisions of the Terms & Conditions.

19. PROPRIETARY TRADING :

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

20. SMS ALERT FACILITY :

The client agrees and authorizes SSL to provide intimations and communications including but not limited to outstanding debit recovery intimations, trade confirmations, margin and maintenance calls, Research calls (including but not limited to Fundamental, Technical, Intraday and derivatives) and promotional calls (collectively referred to as "alerts") through the SMS alert facility on the mobile phone number of the client as provided in the Account Opening Form or as modified by the client subsequently. The client also understands and voluntarily agrees to the following terms and conditions:-

- (a) The service will be provided to the client at the discretion of SSL.
- (b) The alerts will be provided to the client only if he/she remains within the range of the service provider's service area or within the range forming part of the roaming network of the service provider.
- (c) The client is responsible for promptly intimating SSL in the prescribed manner any change in mobile number.
- (d) The client also acknowledges that SSL shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
- (e) The Client's account shall be debited on daily or monthly basis as may be decided by SSL from time to time, such sums as may be due to it for providing SMS alerts.
- (f) Neither SSL nor any other party disseminating any data, message and/or information pertaining to the SMS alerts or market updates and information shall be liable for any interruption in any such data, information or message due to either to any act or omission by SSL or any disseminating party or due to power failure, equipment or software malfunction or any other cause beyond the reasonable control of SSL or any disseminating party.
- (g) The Client may discontinue from availing the SMS facility at any point of time through appropriate written intimation to SSL's designated officials and or any other mode of communication that may be set up by SSL from time to time.
- (h) Neither SSL nor any disseminating party shall be liable for any 'lost opportunity' i.e. notional profit due to the non-receipt of a certain SMS alert or market update/ information

- (i) This authority is in supersession to the clients registration with Telecom Regulatory Authority of India (TRAI) or any other agency as may be designated from time to time, for Fully Blocked Category/Partially Blocked Category and neither SSL nor any other party authorized by SSL, for disseminating any data, message and/or information pertaining to the SMS alerts or market updates and information shall be liable for any penalty or action as may be enforced due to the clients registration in NCPR (National Customer Call Preference Registry) of TRAI or any other agency, as may be designated from time to time.

21. MARKET DATA :

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

22. SEVERABILITY:

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

23. WAIVER :

No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Terms & Conditions shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Terms & Conditions or be considered to be a waiver of any right, unless specifically agreed in writing.

24. LAW AND JURISDICTION :

- (a) This Terms & Conditions shall be governed by and construed in all respects in accordance with the laws of the Republic of India and subject to the provisions of Clause 26, the proper courts within the area covered under the Regional Arbitration Centre, shall have jurisdiction in respect of arbitration proceedings falling / conducted in that Regional Arbitration Centre. Provided however, in respect of a Non resident Indian Client, the seat of arbitration shall be the Regional Arbitration Centre in the area of which the correspondence office of SSL is situated.
- (b) This Terms & Conditions and all contracts and transactions between SSL 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.

25. DISPUTE RESOLUTION :

Any claim, dispute or difference arising between the Parties hereto in respect of this Terms & Conditions or any contracts, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this Terms & Conditions or the interpretation or construction of this Terms & Conditions 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.

26. MISCELLANEOUS:

- (a) SSL and/ or its agents will not be liable for losses caused directly or indirectly by governmental restrictions, Exchange or market rulings, suspension of trading, computer or telephone failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond SSL's control.
- (b) The client agrees that any notice or communication served on the client under this Terms & Conditions shall be valid and binding on him/her and shall be deemed to be duly served, if conveyed in writing through Letter, Fax or by personal delivery duly acknowledged by the other party/ Courier at the Registered post to the address of the client mentioned in client Registration Form or the last known address, or if electronically delivered at the email id informed by the client, or by publishing the same in the prominent daily newspaper where the registered / last known business / residential address of the client is situated or if conveyed over telephone/ fax on the last known number or on the recording machine of such number or if a notice is pasted at the door of the registered address or the last known address of the client.
Any communication or notice, sent by the client to SSL shall be deemed to be duly served, if conveyed in writing through Letter, Fax or Telegram or by personal delivery duly acknowledged by SSL or by registered post sent at the registered address of SSL.
- (c) This Terms & Conditions can be altered, amended and/or modified by the parties mutually in writing without derogating from the content of this Terms & Conditions.

- (d) The client hereby unconditionally, absolutely and irrevocably undertakes to pay immediately any amount due and payable under this Terms & Conditions on being called to do so without any demur merely on a demand from SSL stating that the amount claimed is due pursuant to this Terms & Conditions and any such demand made on the client shall be conclusive as regards the amount due and payable by the client under this Terms & Conditions.

27. BEST EXECUTION PRACTICE:

The Best Execution Practice describes the arrangements made by SBICAP Securities Ltd (SSL), to effectively enhance its policy of acting in the best interests of the client, while executing the orders received by it in Equities/ Futures & Options segment, and to obtain the best possible result for the Clients, while executing orders on their behalf. On acceptance of an order by SSL for execution, on behalf of the client, the Client is entitled to rely on SSL, that it will act in best interest of the client.

When specific instructions are given by the client to SSL for execution of an order on its behalf, best practice will not be applicable. When SSL accepts such an order, it will execute the client's order in accordance with the client's instructions only.

In its efforts to meet its best execution obligation towards the Client, SSL may take into account the following execution factors, Price (including incidence of price improvement), Costs (in providing the total execution), Speed of execution (including likelihood of execution and settlement), Size of order (including nature and type of the order, e.g. whether a market or limit order or a negotiated transaction), Any other consideration relevant to the execution of the Clients order.

The relative importance of these execution factors varies between different situations. In most circumstances, price will be the most important execution factor in achieving the best possible result for the Client. However, in other circumstances, SSL may determine that other execution factors bear greater significance, in relevance to the circumstances that may exist. Using its commercial judgement and market expertise, SSL will consider the relative importance of various execution factors and execute the Trades on either the National Stock Exchange Of India (NSE) or Bombay Stock Exchange (BSE) at its discretion.

The process by which SSL undertakes this assessment is neither uniform nor directly comparable in each instance.

Abnormal Market Conditions: This Practice will not apply at the time of severe market turbulence, and/or internal or external system failure, where the ability to execute orders on a timely basis, or at all, will become the primary factor instead of the above execution factors.

No Fiduciary Relationship: SSL's commitment to provide the Client with best execution, as outlined in this Practice, does not in any way be construed as SSL owing to the Client, any fiduciary responsibilities over and above the specific Regulatory obligations placed upon SSL, or as maybe otherwise contracted between SSL and the Client. The Client remains primarily responsible for its own investment decisions and SSL will not be responsible for any market or trading loss that the client may suffer, as a result of its own decisions.

Compliance with Regulatory Restrictions on Short Selling: SSL at all time practices strict compliance with all relevant Regulatory and legal restrictions, associated with the services offered by SSL in the course of its business. However, by virtue of the nature of SSL's role as an intermediary, SSL may need to rely on its clients' representations to ensure that the trades as executed on instructions of the client are not in breach of any Regulatory or legal restrictions. SSL accepts no responsibility for the Clients failure to comply with any Regulatory or legal restrictions, as may be applicable to the Client