SYSTEMATIX GROUP
Investments Redefined

With Systematix,
smart investment is
everybody's
cup of tea.



| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| BO Name | | | | | | | | | |
| BO ID | DPID | 1 | 2 | 0 | 3 | 4 | 6 | 0 | 0 |
| | Client ID | | | | | | | | |
| Internal Reference No. | | | | | | | | | |
| Date of Activation | | | | | | | | | |
| Trading Code | | | | | | | | | |
| Trading Facilities | | ☐ ONLINE | | ☐ OFFLINE | | | ☐ BOTH | | |
| USER | | | | | | | | | |

# Composite Offline/Online Common Client Registration Form

## SYSTEMATIX SHARES AND STOCKS (INDIA) LIMITED


**Corporate & Registered Office:**
**The Capital, A-wing, No. 603 – 606, 6th Floor, Plot C-70, G Block, Bandra Kurla Complex,**
**Bandra (East), Mumbai – 400 051.**
**Tel.: (022) 6619 8000 / (022) 4035 8000 Fax No. (022) 66198029 / 4035 8029**
**Website : https://www.systematixgroup.in/**


**Asset Management | Equity Capital Markets | Institutional Equities**
**Investment Banking | NBFC | Retail | Wealth Management**

## INSTRUCTION / CHECKLIST FOR FILLING KYC FORM

### A. IMPORTANT POINTS

| Sr. No. | Particulars | Tick ( ☑) or (☒) |
|---|---|---|
| 1. | Self attested copy of PAN card is mandatory for all clients, including Promoters/Partners/Karta/Trustees and Whole Time Directors and person authorized to deal in securities on behalf of company/firm/others. | |
| 2. | Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list. | |
| 3. | If any proof of identity or address is in a foreign language, then translation into English is required. | |
| 4. | Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted. | |
| 5. | If correspondence & permanent address are different, then proofs for both have to be submitted. | |
| 6. | Sole proprietor must make the application in his individual name & capacity. | |
| 7. | For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory. | |
| 8. | For foreign entities, CIN is optional and in the absence of DIN no. for the directors, their passport copy should be given. | |
| 9. | In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted. | |
| 10. | For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided. | |
| 11. | Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country e.g., Heads of States or of Governments, Senior politicians, senior Government/Judicial/Military officers, seniors executives of state owned corporations, important political party officials, etc. | |

### B. Proof of Identity (POI):- List of documents admissible as Proof of Identity.

| Sr. No. | Particulars | Tick ( ☑) or (☒) |
|---|---|---|
| 1. | Unique Identification Number (UID) Letter issued by UIDAI containing aadhar number (Aadhaar)/Passport/ Voter Id Card/Driving License. | |
| 2. | PAN card with photograph. | |
| 3. | Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks. | |

### C. Proof of Address (POA):- List of documents admissible as Proof of Address

(* Documents having an expiry date should be valid on the date of submission.)

| Sr. No. | Particulars | Tick ( ☑) or (☒) |
|---|---|---|
| 1. | Passport/Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/Flat Maintenance bill/Insurance Copy. | |
| 2. | Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old. | |
| 3. | Bank Account Statement/Passbook -- Not more than 3 months old. | |
| 4. | Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts. | |
| 5. | Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled CoOperative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority. | |

| Sr. No. | Particulars | Tick ( ☑) or (☒) |
|---|---|---|
| 6. | Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members. | |
| 7. | For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostiled or consularised) that gives the registered address should be taken. | |
| 8. | The proof of address in the name of the spouse may be accepted. | |

**D. Exemptions/clarification of PAN**

(Sufficient documentary evidence in support of such claims to be collected)

| Sr. No. | Particulars | Tick ( ☑) or (☒) |
|---|---|---|
| 1. | In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc. | |
| 2. | Investors residing in the state of Sikkim. | |
| 3. | UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India. | |
| 4. | SIP of Mutual Funds upto Rs. 50,000/- p.a. | |
| 5. | In case of institutional clients, namely, FIIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary. | |

**E. List of people authorized to attest the documents**

| Sr. No. | Particulars | Tick ( ☑) or (☒) |
|---|---|---|
| 1. | Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy). | |
| 2. | In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy /Consulate General in the country where the client resides are permitted to attest the documents. | |

**F. In case of Non-Individuals, additional documents to be obtained from non-individuals, over & above the POI & POA, as mentioned below:**

| Type of entity | Documentary requirments | |
|---|---|---|
| **Corporate** | ▸ Copy of the balance sheets for the last 2 financial years (to be submitted every year). | |
| | ▸ Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year). | |
| | ▸ Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations. | |
| | ▸ Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly. | |
| | ▸ Copies of the Memorandum and Articles of Association and certificate of incorporation. | |
| | ▸ Copy of the Board Resolution for investment in securities market. | |
| | ▸ Authorised signatories list with specimen signatures. | |
| **Partnership firm** | ▸ Copy of the balance sheets for the last 2 financial years (to be submitted every year). | |
| | ▸ Certificate of registration (for registered partnership firms only). | |
| | ▸ Copy of partnership deed. | |
| | ▸ Authorised signatories list with specimen signatures. | |
| | ▸ Photograph, POI, POA, PAN of Partners. | |

| | | |
|---|---|---|
| **Trust** | ▸ Copy of the balance sheets for the last 2 financial years (to be submitted every year).<br>▸ Certificate of registration (for registered trust only).<br>▸ Copy of Trust deed.<br>▸ List of trustees certified by managing trustees/CA.<br>▸ Photograph, POI, POA, PAN of Trustees. | |
| **HUF** | ▸ PAN of HUF.<br>▸ Deed of declaration of HUF/ List of coparceners.<br>▸ Bank pass-book/bank statement in the name of HUF.<br>▸ Photograph, POI, POA, PAN of Karta. | |
| **Unincorporated association or a body of individuals** | ▸ Proof of Existence/Constitution document.<br>▸ Resolution of the managing body & Power of Attorney granted to transact business on its behalf.<br>▸ Authorized signatories list with specimen signatures. | |
| **Banks / Institutional Investors** | ▸ Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years.<br>▸ Authorized signatories list with specimen signatures. | |
| **Foreign Institutional Investors (FII)** | ▸ Copy of SEBI registration certificate.<br>▸ Authorized signatories list with specimen signatures. | |
| **Army/Government Bodies** | ▸ Self-certification on letterhead.<br>▸ Authorized signatories list with specimen signatures. | |
| **Registered Society** | ▸ Copy of Registration Certificate under Societies Registration Act.<br>▸ List of Managing Committee members.<br>▸ Committee resolution for persons authorised to act as authorised signatories with specimen signatures.<br>▸ True copy of Society Rules and Bye Laws certified by the Chairman/Secretary | |

**G. Instruction to the Applicant / BOs for account opening :**

| Sr. No. | Particulars | Tick (☑) or (☒) |
|---|---|---|
| 1. | Signatures can be in English or Hindi or any of the other languages contained in the 8th Schedule of the Constitution of India. Thumb impression and signatures other than the above mentioned languages must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate / Special Executive Officer under his / her official seal. | |
| 2. | Signatures should be preferably in black ink. | |
| 3. | Details of the Names, Address, Telephone Number(s), etc., of the Magistrate/Notary Public/Special Executive Magistrate / Special Executive Officer are to be provided in case of attention done by them. | |
| 4. | Bank Document to be submitted.<br>(i) Photocopy of the cancelled cheque having the name of the account holder where the cheque book is issued, (or)<br>(ii) Photocopy of the Bank Statement having name and address of the Applicant / BO & not more than 4 months old, (or)<br>(iii) Photocopy of the Passbook having name and address of the Applicant / BO.<br>(iv) Letter from the Bank<br>In case of option (ii), (iii) and (iv) above, MICR/IFSC code of the branch should be present / mentioned on the document and it should be self-certified by the BO. | |
| 5. | In case of additional signatures (for accounts other than individuals), separate annexures should be attached to the account opening form. | |
| 6. | In case of applications containing a Power of Attorney, the relevant Power of Attorney or the self-certified copy thereof, must be lodged along with the application. | |
| 7. | All correspondence / queries shall be addressed to the first / sole applicant. | |
| 8. | Strike off whichever option, in the account opening form, is not applicable. | |

**INSTRUCTIONS/ CHECK LIST:-**

Additional documents in case of trading in **DERIVATIVES SEGMENTS -** illustrative list

- **Copy of ITR Acknowledgment**
- **Copy of Annual Accounts**
- **In case of salary income - Salary Slip, Copy of Form 16**
- **Net worth certificate**
- **Copy of demat account holding statement**
- **Bank account statement for last 6 months**
- **Any other revelant documents substantiating ownership of assets**
- **Self declaration with revelant supporting documents**

*In respect of other clients, document as per risk management policy of the stock broker need to be provided by the client from time to time.

**1.** Copy of cancelled cheque leaf/ pass book/ bank statement specifying name of the constituent, MICR code or/and IFSC code of the bank should be submitted.

**2.** Demat Master or recent holding statement issued by DP bearing name of the client.

**3. For Individual:**

a. Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.

b. In case of non-resident clients, employees at the stock brokers local office, overseas can do in-person' verification. Further, considering the infeasibility of carrying out 'in -person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy/ Consulate General in the country where the client resides may be permitted.

**4. For non-individuals:**

a. Form need to be initialized by all the authorized signatories.

b. Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of company/firm/others and their specimen signatures.

**Important Points for MFI and Clients:-**

1. Depository settlement is available for DP accounts held in BOTH Central Depository Services Limited(CDSL) and National Securities Depository Ltd. (NSDL).
2. While entering order for Depository settlement, MFI should ensure that client details should appear in same order as per depository record.
3. In case of redemption through Depository settlement, client has to ensure that Delivery Instruction slip should be provided to their Depository before the stipulated time.
4. In case of physical settlement, MFI should write the unique Order Confirmation Number on the application received from the client.
5. The MFI should deposit / courier the completed application form along with the other documents submitted by the investor for each subscription / redemption order with option of Physical settlement to the local / head office of the RTA or AMC.
6. In case of physical settlement, if subscription application form has not reached the RTA, the redemption request for such subscription will not be taken by RTA and shall be rejected.
7. The subscription amount per transaction for Debt Schemes should be less than Rs. 1 corer.

**Important updates under regulatory directives**

1. A minor cannot open trading account
2. The word sub-broker referred in the form may be read as Authorised Person

**Notes :**

1) Signatures on the form

a. Signature on Client Registration form are 1 to 17

b. Signature on CKYC forms are 2 signatures

2) Please note that we as brokers may undertake Proprietary Arbitrage as well as Investment business on our Own Account in addition to Client base business.

# ACCOUNT OPENING KIT

## INDEX OF DOCUMENT


| Sr. No. | Name of the Document | Brief Significance of the Document | Page No. |
|---|---|---|---|
| | **MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES & CDSL** | | |
| 1. | Account Opening Form* | 1. KYC form -Document captures the basic information about the constituent and an instruction/check list.<br>2. Document captures the additional information about the constituent relevant to trading account and an instruction/check list. | 1 to 10 |
| 2. | Rights and Obligations | 1.Rights and Obligations of Members, Authorised Person and Clients As prescribed by SEBI and Equity Exchanges<br>2.Document of Rights and Obligations of Members, of the Clearing Member/Participant and its Client in relation to the Securities Lending and Borrowing Scheme<br>3.Rights and Obligations of Members, Authorised Person and Clients as prescribed by SEBI and Commodity Exchanges | 11 to 13<br>25 to 30<br>42 to 47 |
| 3. | Risk Disclosure Document (RDD) | 1.Document detailing risks associated with dealing in the securities market<br>2.Document detailing risks associated with dealing in the commodity market | 1 to 175<br>40 to 41 |
| 4. | Guidance note<br>Internet Trading Facility | 1.Document detailing do's and don'ts for trading on exchange, for the education of the investors in the securities market<br>2.Document detailing do's and don'ts for trading on exchange, for the education of the investors in the Commodity market<br>3.Document detailing do's and don'ts for Demat A/C, for the education of the investors | 49 to 51 |
| 5. | Policies and Procedures | 1. Document describing significant policies and procedures of the stock broker/commodity broker<br>2. Policy for Handling Good Till Date Orders | 19 to 22<br>23 to 24 |
| 6. | Tariff sheet | Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s). | 31 |
| | | **DP ACCOUNT** | |
| 1. | Nomination Form | Easy Transmission of shares | 32 to 34 |
| 2 | Rights and Obligations of beneficiaryOnwers & Depository participate | Document stating the Rights & obligations of Depository Participants and Beneficial Owner as prescribed by SEBI and Depository. | 35 to 36 |
| 3. | Charges for the Depository Services | Transperency in DP charges charged to the client include Basic Services Demand Account (BSDA) facility | 37 |
| 4. | SMS Alert From CDSL | Terms & Condition- cum Registration/ Modification Form for receiving SMS Alert from CDSL | 38 to 39 |
| 5. | FATCA CRS Declaration | FATCA CRS Declaration | 7 |
| | | **NON-MANDATORY DOCUMENTS** | |
| 1. | Additional Terms & Cond. Governing Securities Trading & Broking Services | 1. To minimize the risk relating to trade in securities market<br>2. To minimize the risk relating to trade in Commodity market | 52 to 64<br>65 to 72 |
| 2. | Annexures | 1.Utilisation of funds/securities towards margin.<br>2.Authorisation for Electronic Contract Note.<br>3.Running account Authorization<br>4.Undertaking For Availing Trading Facility In NSE Options Segment<br>5.Authorisation For Debiting Various Depository Charges<br>6.Request For Trading In Commodity Forward Contracts/<br>7.Commodity Derivatives On MCX and NCDEX<br>8.Application for dealing in Mutual Funds schemes on the BSE Star MF<br>9.Authorsation for dealing in Mutual Funds schemes on the BSE Star MF | 73 to 76 |
| 4. | Family Declaration | Family Declaration for Common Email Id & Mobile nos | 77 |
| 5. | Other Forms, Declaration and formats | HUF Compliance<br>FEMA Compliance | 78 to 82 |


*Last page are CKYC forms

Mandatory

(This information is the sole property of the trading member / brokerage house and would not be disclosed to anyone unless required by law or except with the express permission of client)

# CLIENT REGISTRATION FORM - INDIVIDUAL / NON-INDIVIDUAL

SYSTEMATIX GROUP
Investments Redefined

SEBI Reg. No.

## Systematix Shares and Stocks (India) Limited (SSSIL)

Corporate & Registered Office :The Capital, A wing, No. 603-606, 6th floor, Plot No. C-70, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051 Tel.: (022) 6619 8000 / (022) 4035 8000
Fax No. 022-66198029 / 4035 8029 Website: https://www.systematixgroup.in/ CIN: U65993MH1995PLC268414

**Broking services :SEBI Registration No.: INZ000171134 (Trading Member of NSE(11327), BSE(182), MCX(56625) and NCDEX (1281) Depository services: Depository participant with CDSL having SEBI Registration No. : IN-DP-480-2020(DPID-34600)**

Please Affix Your Recent Passport Size Photographs And Sign Across It

1
17

| | |
|---|---|
| Compliance officer name, phone no. & email id | MR. AJAY S. BENDKHALE 022–6704 8692, compliance@systematixgroup.in |
| CEO name, phone no. & email id | Mr. Sunil Sarda, 022–6619 8000, mddesk@systematixgroup.in |

For any grievance please contact us at Investor Grievance No: 022-66198092/94.or you may write into us at grievance@systematixgroup.in
In case not satisfied with the response, please contact Exchanges or Depository on below numbers.

| | NSE | BSE | MCX | NCDEX | CDSL |
|---|---|---|---|---|---|
| Email ID | ignse@nse.co.in | is@bseindia.com | grievance@mcxindia.com | askus@ncdex.com | complaints@cdslindia.com |
| Phone No | +91 22 26598190 | +91 22 22728138 | 022-6731 8888 | 022-6640 6084 | (022) 22723333 |

If not satisfied with response or your grievance is still unresolved you may register complaint to SEBI on the SCORES website (link: https://scores.gov.in/scores/Welcome.html)

Dear Sir / Madam,
I / We request you to kindly register me / us as your CLIENT and enable me/ us to trade in the Cash, Derivatives and / or Currency Derivatives and / or Commodity Derivatives Segments and / or open a Demat Account with you. I / We have read & understood the Rules, Bye-laws and Regulations of the Exchanges / Depository and agree to abide bt them. In this regard, I / We give the following information .

## TYPE OF ACCOUNT (PLEASE TICK WHICHEVER IS APPLICABLE)

| Status | Sub-Status |
|---|---|
| ❑ **Individual** | ☐ Individual-Director ☐ Individual Resident ☐ Individual Director's Relative ☐ Individual HUF / AOP |
| ❑ **Individual PMS** | ☐ Individual Promoter ☐ Minor ☐ Individual Margin Trading A/C (MANTRA) |
| | ☐ Others (specify) _____ |
| ❑ **Non-Individual** | ☐ Private Ltd Co. ☐ Public Ltd Co. ☐ Body Corporate ☐ Partnership ☐ Trust ☐ Charities ☐ NGOs ☐ FI ☐ FII |
| ❑ **Non-Individual PMS** | ☐ HUF ☐ AOP ☐ Bank ☐ Government Body ☐ Non-Government Organization ☐ Defense Establishment ☐ BOI |
| | ☐ Society ☐ LLP ☐ CM ☐ Clearing House ☐ OCB ☐ Mutual Fund ☐ Others (please specify) _____ |
| ❑ **NRI** | ☐ NRI Repatriable ☐ NRI Non-Repatriable ☐ NRI Repatriable Promoter |
| ❑ **NRI PMS** | ☐ NRI Non-Repatriable Promoter ☐ NRI – Depository Receipts ☐ Others (specify) _____ |
| ❑ **Foreign National** | ☐ Foreign National ☐ Foreign National - Depository Receipts ☐ Others |

**Please fill this form in ENGLISH & in BLOCK LETTERS.**

## PERSONAL DETAILS

- Mr. ☐ Ms. ☐ M/s. ☐ Suffix ☐
- Name of the Applicant
- Father's/spouse Name Mother's Name
- Partner / Proprietor Name
- Date of Birth D D M M Y Y Y Y Place of Birth _____ Gender: ☐ Male ☐ Female Marital Status: ☐ Single ☐ Married
- Nationality: Status: ☐ Resident Individual ☐ Non Resident Foreign National
- Pan Card : GST Number :
- Unique Identification Number (UID)/ Aadhaar x x x x x x x x
- Specify the proof of Identity submitted
- UCC: Exchange Name & ID ☐ BSE-182 ☐ NSE -11327 ☐ MCX-56625 ☐ NCDEX-1281
- Date of Incorporation D D M M Y Y Y Y Place of Incorporation
- Date of Commencement of Business D D M M Y Y Y Y Registration No.(e.g. CIN)
- Educational Qualification ☐ Graduate ☐ Post Graduate ☐ Professional ☐ Others (Pease Specify)_____

Name * _____

*In case of Firms, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., although the account is opened in the name of the natural persons, the name of the Firm, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., should be mentioned above.

## ADDRESS DETAILS

**Address for correspondence:**

City/Town/Village

PIN Code: State: Country:

**Specify the proof of address submitted for correspondence address:**

**Permanent / Registered Address** (if different from above or overseas address, mandatory for Non-Resident Applicant):

City/Town/Village

PIN Code: State: Country:

**Specify the proof of address submitted for Permanent / Registered address:**

**CONTACTS DETAILS :** Tel. No.(Office): Tel. No.(Resi): Fax No.:

Mobile: E-mail ID:

## OTHER DETAILS

**Gross Annual income: Details please Tick (✓)**

☐ Below Rs1 Lakh ☐ 1-5 Lakh ☐ 5-10 Lakh ☐ 10-25 Lakh ☐ 25 Lakh -1 crore ☐ above 1 crore

Networth in Rs. [Net worth should not be older than 1 year] as on Date D D M M Y Y Y Y

Occupation: Details please Tick (✓) - ☐ Private Sector Service ☐ Public Sector ☐ Government Service
☐ Business ☐ Professional ☐ Agriculturist ☐ Retired ☐ Housewife ☐ Student ☐ Forex Dealer ☐ Others

Please tick (✓) if applicable - ☐ Politically exposed person ☐ Related to politically exposed person
For definition of PEP please refer the guidelines given in this form

Name, PAN, DIN, UID, Residential Address and Photographs of : Promoters/Partners/Karta/Trustees/Whole time Directors.
Please use the Annexure to fill the details

Is the entity involved /providing any of the following services? : ☐ Yes ☐ No

For Foreign exchange/Money Changer services : ☐ Yes ☐ No

Gaming / Gambling / Lottery Services (eg Casinos, Betting Syndicates) : ☐ Yes ☐ No

Money lending / Pawning : ☐ Yes ☐ No

Any other information :

## BANK ACCOUNT DETAILS

Account Type ☐ Saving ☐ Current ☐ Others ( Please Specify)

❑ Chq leaf
❑ Chq leaf With Pass-Book copy

Bank Account No.

Bank Name

Bank Address

Pin Code MICR No. IFSC Code

## DEPOSITORY ACCOUNT DETAILS (THROUGH WHICH TRANSACTIONS WILL GENERALLY BE ROUTED)

DP Name DP Id Client ID ❑ DP Proof

Additional DP details (with proof)

DP Name DP ID Client ID

DP Name DP ID Client ID

DP Name DP ID Client ID

Depository Name ☐ NSDL ☐ CDSL

## TRADING PREFERENCES

TRADING ACCOUNT, as per SEBI circular, SEBI/HO/MIRSD/MIRSD-PoD-1/P/CIR/2023/95 client has to opt for the Trading preference, thus the following information has to be provided

Please sign in the relevant boxes where you wish to trade. Please strike off the segment not chosen by you.

| Exchanges | BSE/NSE | | | NSE | | MCX/NCDEX |
|---|---|---|---|---|---|---|
| ***All Segments*** | ***Cash*** | ***F&O*** | ***Mutual Fund*** | ***Currency*** | ***SLBM*** | ***Commodity Derivatives*** |
| ***Signature*** | | | | | | |

If you do not wish to trade in any of segments, please mention here_____.

# If, in future, the client wants to trade on any new segment/new exchange, separate authorization/letter should be taken from the client by the stock broker

## PAST ACTIONS

Details of any action/proceedings initiated/pending/ taken by SEBI/ Stock exchange/any other authority against the applicant/constituent or its Partners/promoters/whole time directors/authorized persons in charge of dealing in securities during the last 3 years:.....

.....

.....

## DEALINGS THROUGH OTHER STOCK BROKERS

**If client is dealing through the any other Broker provide the following details:**

Broker's Name SEBI Registration number:

Registered office address:

Ph: Fax: Website:

**Whether dealing with any other stock broker (if case dealing with multiple stock brokers provide details of all)**

Name of stock broker:

Client Code: Exchange:

Details of disputes/dues pending from/to such stock broker :_____

## ADDITIONAL DETAILS

- Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify): _____
  Specify your Email id, if applicable: _____
- Whether you wish to avail of the facility of internet trading/ wireless technology (please specify):_____
- Number of years of Investment/Trading Experience:_____
- Any other information: _____

## COMMODITY CATEGORY

- ☐ FPOs/ Farmers
- ☐ VCPs (Value chain participant) / Hedgers
- ☐ Proprietary traders
- ☐ Domestic financial institutional investors
- ☐ Foreign participants
- ☐ Others(Please specify)

## NAME AND DESIGNATION OF PERSONS AUTHORISED TO DEAL IN SECURITIES ON BEHALF OF THE COMPANY / FIRM/OTHERS WITH THEIR RESIDENTIAL ADDRESS

Name

Father's/spouse Name  Mother's Name

Residential Address

UID No. x x x x x x x x  Designation

PAN No

SIGNATURE

Please Affix Your Recent Passport Size Photographs And Sign Across It

Name

Father's/spouse Name  Mother's Name

Residential Address

UID No. x x x x x x x x  Designation

PAN No

SIGNATURE

Please Affix Your Recent Passport Size Photographs And Sign Across It

Name

Father's/spouse Name  Mother's Name

Residential Address

UID No. x x x x x x x x  Designation

PAN No

SIGNATURE

Please Affix Your Recent Passport Size Photographs And Sign Across It

Name

Father's/spouse Name  Mother's Name

Residential Address

UID No. x x x x x x x x  Designation

PAN No

SIGNATURE

Please Affix Your Recent Passport Size Photographs And Sign Across It

## DETAILS OF INTRODUCER

Name of the Introducer : SURNAME NAME MIDDLE NAME

Address

City:  PIN Code:  State:

Country:  Tel.No.:  Fax No.:

Status of Introducer : ☐ Sub-broker ☐ Remisier ☐ Authorized Person ☐ Existing Client

☐ Others, please specify _____

SIGNATURE

# FORM FOR DETAILS UNDER FATCA/ FOREIGN TAX LAWS/ UBO DECLARATION

(Mandatory for Non-Individual Applicants/ Investors)

SYSTEMATIX GROUP
Investments Redefined

**To be filled in BLOCK LETTERS [Please refer instructions overleaf. Please strike off sections that are not applicable].**
**Please seek advice from a tax professional on FATCA/ Foreign Tax Laws/ UBO related information**

| Name | PAN |
|---|---|
| ○ M/s. | |

| FATCA & CRS Declaration | | | |
|---|---|---|---|
| **Part A** | | | |
| Address Type | ○ Business | ○ Residential / Business | ○ Registered Office |
| Country of Incorporation | | Place/ City of Incorporation | |

Is your [Entity] Country of Tax Residency other than India – ○ Yes ○ No

If 'Yes', please specify the details of all countries where you [Entity] hold tax residency and its Tax Identification Number & type

| Sr. No. | Country of Tax Residency | Tax Payer Identification Number* | Identification Type *[TIN or other, please specify]* |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |

* In case Tax Payer Identification Number is not available, please provide its functional equivalent or Company Identification Number or Global Entity Identification Number

In case the Entity's Country of Incorporation / Tax Residence is US but Entity is not a Specified US Person, mention Entity's exemption code here _____
(Refer Instructions m and p)

| Part B [to be filled by Financial Institutions or Direct Reporting NFFEs] | | |
|---|---|---|
| **Sr. No.** | **Information** | **Additional Information to be provided** |
| 1 | We are a<br>○ Financial Institution/ FFI [refer instructions b.]<br>○ Direct Reporting NFFE [refer instructions c.]<br>(Please shade as appropriate) | GIIN (Global Intermediary Identification Number):<br>Note: If you do not have a GIIN but you are sponsored by another entity, please provide your sponsor's GIIN above and indicate your sponsor's name below<br>Name of the sponsoring entity<br>GIIN not available [shade any one]:<br>○ Applied for on D D M M Y Y Y Y<br>○ Not required to apply for - specify sub-category code [refer instructions d.]<br>○ Not obtained - Non-participating FFI |
| **Part C [to be filled by NFEs other than Direct Reporting NFFEs]** | | |
| 1 | We are a listed company [whose shares are regularly traded on a recognized stock exchange] [refer instructions e.] | Yes ○ No ○ (If Yes, please specify the name of the Stock Exchange(s) where it is traded regularly)<br>1. _____<br>2. _____ |
| 2 | We are a 'Related Entity' of a listed company [whose shares are regularly traded on a recognized stock exchange] [refer instructions f.] | Yes ○ No ○ (If Yes, please specify the name of the listed company, name of the Stock Exchange(s) where it is traded regularly)<br>Name of the listed company: _____<br>Name of the Stock Exchange: _____ |
| 3 | We are an Active NFE | Yes ○ No ○ If Yes, specify nature of business _____<br>Please specify sub-category of Active NFE [refer instructions h.] |
| 4 | We are a Passive NFE [refer instructions i.] | Yes ○ No ○ If Yes, specify nature of business _____ |

**DECLARATION OF ULTIMATE BENEFICIAL OWNERSHIP (UBO) (Refer instructions on UBO)**

**Category** [Please shade (●)]

We hereby declare that:

○ Our company is a Listed Company listed on a recognised stock exchange/ Subsidiary or Controlled by a Listed Company *[If this category is selected, no need to provide UBO details]*

○ Unlisted Company ○ Partnership Firm / LLP ○ Unincorporated association / body of individuals ○ Public Charitable Trust ○ Private Trust

○ Religious Trust ○ Trust created by a Will ○ Others [please specify] _____

**Details of Ultimate Beneficiary Owners ^ :**

| | | | | |
|---|---|---|---|---|
| Name of UBO# | | | | |
| Country of Tax Residency# | | | | |
| Taxpayer Identification Number / PAN / Equivalent ID Number# | | | | |
| Identification Type# | | | | |
| % of beneficial interest# | | | | |
| Controlling Person type/ UBO Code# | | | | |
| Place & Country of Birth# | | | | |
| Date of Birth [dd-mmm-yyyy]$ | | | | |
| Address & Contact details [include City, Pincode, State, Country | | | | |
| Address Type | ○ Business ○ Residential / Business ○ Registered Office | ○ Business ○ Residential / Business ○ Registered Office | ○ Business ○ Residential / Business ○ Registered Office | ○ Business ○ Residential / Business ○ Registered Office |
| Gender [Male, Female, others]$ | | | | |
| Father's Name$ | | | | |
| Nationality$ | | | | |
| Occupation [Service, Business, etc.] | | | | |

# Mandatory fields

$ Mandatory if PAN of UBO/Controlling persons is not provided

Note: If the given rows are not sufficient, required information in the given format can be enclosed as additional sheet(s) duly signed by Authorized Signatory.

Note that we may call for additional information/documentation wherever required or if the given information is not clear / incomplete / incorrect and you may to have provide the same as and when solicited.

**Declaration**

I/ We acknowledge and confirm that the information provided above is true and correct to the best of my/our knowledge and belief. in case any of the above specified information is found to be false or untrue or misleading or misrepresenting, I/We am/are aware that I/We may liable for it. I/We hereby authorize you to disclose, share, rely, remit in any form, mode or manner, all / any of the information provided by me/us, including all changes, updates to such information as and when provided by me/us to / any Indian or foreign governmental or statutory or judicial authorities / agencies including but not limited to the Financial Intelligence Unit- india (FIU-IND), the tax / revenue authorities in india or outside India wherever it is legally required and other investigation agencies without any obligation of advising me/us of the same. Furter, I/We authorize to share the given information to other SEBI Registered Intermediaries /or any regulated intermediaries registered with SEBI / RBI / to facilitate single submission / update & for other relevant purposes. I/We also undertake to keep you informed in writing about any changes / modification to the above information in future and also undertake to provide any other additional information as may be required by domestic or overseas regulators/ tax authorities.

1. I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belife and I/We undertake to inform you of changes therin, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.
2. I/We confirm having read/been explained and understood the contents of the document on policy and procedures of the stock broker and the tariff sheet.
3. I/We further confirm having read and understood the contents of 'Right and Obligation' document(s) and 'Risk Disclosure Document'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We havce also been informed that the standard set of document has been displayed for Information on stock broker's designated website, if any.

**Authorized Signatories** [with Company/Trust/Firm/Body Corporate seal)

| Signature | Signature | Signature |
|---|---|---|

Date D D M M Y Y Y Y

## FATCA /CRS Declaration

| **US citizenship : (*)** | ❒ **Yes** ❒ **No** (Arrange to provide the proof of the US citizenship) |
|---|---|

Whether you/your entity, is a Country of Tax Residency other than India - ❒ **Yes** ❒ **No**

If „Yes **", please specify the details of all countries where you [Entity] hold tax residency and its Tax Identification Number & type.**

| S No. | Country of Tax Residency | Tax Payer Identification Number/ Functional Equivalent / Company Identification Number or Global Intermediary Identification Number | Identification Type [TIN or other, please specify] |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |

In case you / your entity , is a Specified US person, mention exemption code here _____

I/We acknowledge and confirm that the information provided above is true and correct to the best of my/our knowledge and belief. In case any of the above specified information is found to be false or untrue or misleading or misrepresenting, I/We am/are aware that I/We may liable for it. I/We hereby authorize you to disclose, share, rely, remit in any form, mode or manner, all / any of the information provided by me/us, including all changes, updates to such information as and when provided by me/us to / any Indian or foreign governmental or statutory or judicial authorities / agencies including but not limited to the Financial Intelligence Unit-India (FIU-IND), the tax / revenue authorities in India or outside India wherever it is legally required and other investigation agencies without any obligation of advising me/us of the same. Further, I/We authorize to share the given information to other SEBI Registered Intermediaries /or any regulated intermediaries registered with SEBI / RBI / to facilitate single submission / update & for other relevant purposes. I/We also undertake to keep you informed in writing about any changes / modification to the above information in future and also undertake to provide any other additional information as may be required by domestic or overseas regulators/ tax authorities.

## DECLARATION

1. I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.

2. I/We confirm having read/been explained and understood the contents of the document on policy and procedures of the stock broker and the tariff sheet.

3. I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s) and 'Risk Disclosure Document'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on stock broker's designated website, if any.

Place

Date : D D M M Y Y Y Y

3/17 SIGNATURE

**Signature of the Client / All Authorised signatory**

## FOR OFFICE USE ONLY

UCC Code allotted to the Client:

| | Documents verified with Originals | Client Interviewed By | In-Person Verification done by |
|---|---|---|---|
| Name of the Employee | | | |
| Employee Code | | | |
| Designation of the employee | | | |
| Date | | | |
| Signature | | | |

I / We undertake that we have made the client aware of 'Policy and Procedures', tariff sheet and all the non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the 'Policy and Procedures', tariff sheet and all the non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website, if any, for the information of the clients

**For Systematix Shares and Stocks (India) Limited**

SIGNATURE

Date D D M M Y Y Y Y

Authorised Signatory

| **Account Statement** | |
|---|---|
| Account Statement requirement ☐ Daily ☐ Weekly ☐ Fortnightly ☐ Monthly ☐ as per SEBI regulation | |
| I / We would like to instruct the DP to accept all the pledge instructions in my /our account without any other further instruction from my/our end ( If not marked, the default option would be 'No') | ❒ Yes ❒ No |
| I / We request you to send Electronic Transaction-cum-Holding Statement at the email ID _____ | ❒ Yes ❒ No |

| | |
|---|---|
| I/ We would like to share the email ID with the RTA | ❒ Yes ❒ No |
| I / We Instruct the DP to receive each and every credit in my / our account (If not marked, the default option would be 'Yes') | (Automatic Credit) ❒ Yes ❒ No |
| I / We would like to receive the Annual Report ☐ Physical / ☐ Electronic / ☐ Both Physical and Electronic (Tick the applicable box. If not marked the default option would be in Physical) | |
| Pledge Processing Flag ☐ Yes ☐ No | |

**Details of Guardian** (if the Sole Holder is minor)

| | | | |
|---|---|---|---|
| First Name | | | |
| Middle Name | | | |
| Last Name / Search Name | | | |
| Relationship with the applicant | | | |
| Correspondence Address | ..... ..... | | |
| City | | State | |
| Country | | PIN | |
| Tel. No. | Fax No. | Mobile No. | |
| PAN | | UID No. | |
| E-mail ID | | | |

**For OCBs / NRIs**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Foreign Address** | | | | | | | | | |
| City | State | | | | | | | | |
| Country | PIN | | | | | | | | |
| Telephone No. | Fax No. | | | | | | | | |
| E-mail ID | | | | | | | | | |
| **Indian Address** | | | | | | | | | |
| City | State | | | | | | | | |
| Country | PIN | | | | | | | | |
| Telephone No. | Fax No. | | | | | | | | |
| E-mail ID | | | | | | | | | |
| Currency | | | | | | | | | |
| RBI Registration No. (If Applicable) | RBI Approval Date | D | D | M | M | Y | Y | Y | Y |
| SEBI Registration No. (If Applicable) | SEBI Registration Date | D | D | M | M | Y | Y | Y | Y |

**Clearing Members Details (To be filled by CMs only)**

| | | | |
|---|---|---|---|
| Name of the Stock Exchange | | | |
| Name of the CC / CH | | | |
| Clearing Member ID | | Trading Member ID | |

## JOINT HOLDER - SECOND HOLDER'S DETAILS (FOR DP ACCOUNT)

| | | | |
|---|---|---|---|
| First Name | | | |
| Middle Name | | | |
| Last Name | | | |
| Father / Husband Name | | | |
| Title | ❒ Mr. ❒ Mrs. ❒ Ms. ❒ Other | Suffix | |
| Permanent Address | ..... ..... | | |
| City | | State | |
| Country | | PIN | |
| Tel. No. | Fax No. | Mobile No. | |
| PAN | | UID No. | x x x x x x x x |
| GST Number | | | |
| E-mail ID | | | |
| Date of Birth | D D M M Y Y Y Y | Sex | ❒ Male ❒ Female ❒ Corporate |
| Nationality | ❒ Indian ❒ Others (specify) | | |
| Occupation | Service ( ❒ Central Govt. ❒ State Govt. ❒ Public / Private Sector ❒ NGO ❒ Statutory Body) ❒ Professional ❒ Business ❒ Student ❒ Retired ❒ Housewife ❒ Others (Specify).....) | | |

## JOINT HOLDER - THIRD HOLDER'S DETAILS

| | | | |
|---|---|---|---|
| First Name / Company Name | | | |
| Middle Name | | | |
| Last Name | | | |
| Father / Husband Name | | | |
| Title | ❒ Mr. ❒ Mrs. ❒ Ms. ❒ Other | Suffix | |
| Permanent Address | ..... ..... | | |
| City | | State | |
| Country | | PIN | |
| Tel. No. | Fax No. | Mobile No. | |
| PAN | | UID No. | x x x x x x x x |
| GST Number | | | |
| E-mail ID | | | |
| Date of Birth | D D M M Y Y Y Y | Sex | ❒ Male ❒ Female ❒ Corporate |
| Nationality | ❒ Indian ❒ Others (specify) | | |
| Occupation | Service ( ❒ Central Govt. ❒ State Govt. ❒ Public / Private Sector ❒ NGO ❒ Statutory Body) ❒ Professional ❒ Business ❒ Student ❒ Retired ❒ Housewife ❒ Others (Specify).....) | | |

| | |
|---|---|
| I/ We wish to receive dividend / interest directly in to my bank account as given below through ECS (If not marked, the default option would be 'Yes')<br><br>[ECS is mandatory for locations notified by SEBI from time to time ] | ❒ Yes ❒ No |

| | | |
|---|---|---|
| **SMS Alert Facility** | ❒ Yes Mobile No. +91 _ _ _ _ _ _ _____ _ _ _ _ (Refer to Terms & Conditions given as Annexure-B) [(Mandatory , if you are giving Power of Attorney ( POA)]<br>(if POA is not granted & you do not wish to avail of this facility, cancel this option). | ❒ No |
| ***easi*** | ❒ Yes, If yes, please contact your DP for details<br>(Facility through CDSL's website : www.cdslindia.com wherein a BO can view his ISIN balances, transactions and value of the portfolio online.) | ❒ No |

*DEMAT ACCOUNT, as per CDSL circular CDSL/OPS/DP/P OLCY/2023/195 all account holders have to mention Mode of operations and consent for receipt of communications*

| ***MODE OF OPERATION FOR EXECUTION OF TRANSACTIONS (Transfer, Pledge & Freeze)*** | |
|---|---|
| ❒ Jointly | ❒ Anyone of the Holder |

*Consent for Communication to be received by first account holder/ all Account holders: (Tick the applicable box. If not marked the default option would be **first holder***

| | | |
|---|---|---|
| ❒ ***First Holder*** | ❒ ***All Holder*** | ***Email ID*** |
| | ❒ ***Second Holder*** | |
| | ❒ ***Third Holder*** | |

## OPTION FORM FOR ISSUE OF DIS BOOKLET

❑ **OPTION 1 :**

I / We require you to issue Delivery Instruction Slip (DIS) booklet to me / us immediately on opening of my / our CDSL account though I / we have issued a Power of Attorney (POA) / registered for eDIS / executed PMS agreement in favour of / with _____(name of the attorney / Clearing Member / PMS manager) for executing delivery instructions for settling stock exchange trades [settlement related transactions] effected through such Power of Attorney holder -Clearing Member / by PMS manager/ for executing delivery instructions through eDIS.

❑ **OPTION 2 :**

I / We do not require the Delivery Instruction Slip (DIS) booklet for the time being, since I / We have issued a POA/registered for eDIS / executed PMS agreement in favour of / with _____ (name of the attorney / Clearing Member / PMS manager) for executing delivery instructions for settling stock exchange trades [settlement related transactions] effected through such Power of Attorney Holder - Clearing Member / by PMS manager or for executing delivery instructions through eDIS. However, the Delivery Instruction Slip (DIS) booklet should be issued to me / us immediately on my / our request at any later date.

## CONSENT CUM AUTHORISATION FOR LINKING WITH AADHAR

I / We hereby provide my consent to Systematix Shares and Stocks (India) Limited (SSSIL) & all its group/associates companies for the following :-

1. Validation / authentication of my / our Aadhaar Number with Unique Identification Authority of India (UIDAI).
2. For updating/linking my Aadhaar based on PAN given in all my accounts with them which is relating to due diligence purpose to meet the PMLA directives, regulatory directives and account updation.
3. I / We hereby authorize them to download / share my / our Aadhaar and the associated demographic information (including any updated information) with other SEBI Registered Intermediaries which includes but is not limited to KRAs, CKYC & Mutual Funds, to facilitate single submission / update across all my accounts associated with such intermediaries based on PAN or other key information available with such intermediaries.
4. Further declare that this consent will remain valid for updation in all my existing and new accounts whose service I / We will avail from Systematix Shares and Stocks (India) Limited & its group/associates.

## DECLARATION CUM AUTHORIZATION

I/We have received and read the "Rights and Obligations" of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories and the terms & conditions and agreed to abide by and be bound by the same and by the Bye Laws as are in formed from time to time. I/We declare that the particulars given by me/us above are true to the best of my/our knowledge on the date of making this application, I/We agree and undertake to intimate the DP any change (s) in the details/ particulars mentioned by me/us in this form. I/we further agree that any false/ misleading information given by me/ us or suppression of any material information will render my account liable for termination and suitable action against me/us.

I/We hereby provide my consent to Systematix Shares and Stocks (India) Ltd (SSSIL) & all its group/associates companies for to download KYC records from Central KYC Records Registry (CKYCRR) and KYC (Know Your Client) REGISTRATION AGENCY (KRA).

One Time Self Declaration' (OTSD): for inter depositary transfers of government securitiesI/we, undersigned, opening demat account, hereby declare that I/we will submit for execution only those transfer instructions which are bonafide and arising out of genuine trade or transfer transaction

| | First / Sole Holder | Second Joint Holder | Third Joint Holder |
|---|---|---|---|
| Name | | | |
| Signature 4/17 | SIGNATURE | SIGNATURE | SIGNATURE |
| Passport size Photograph | (Please sign across the photograph) | (Please sign across the photograph) | (Please sign across the photograph) |

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

as prescribed by SEBI and Stock Exchanges

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

**CLIENT INFORMATION**

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

**MARGINS**

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

**TRANSACTIONS AND SETTLEMENTS**

13. The client shall give any order for buy or sell of a security/ derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
14. The stock broker shall inform the client and keep him apprised about trading /settlement cycles, delivery/payment schedules, any changes therein form 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, Buy-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

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.

19. Based on the instructions of the (BO), the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of 2 working days as per procedure specified from time to time by the depository incase of no outstanding dues and in case of outstanding dues, shall provide 30 days notice. In case of non-payment of dues, DP shall reject the account closure request and in case the dues are cleared by BO, respective account shall be closed by DP within 2 working days of clearing the dues. Provided further, closure of demat

**Default in payment of charges**

20. 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.

21. 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**

22. 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**

23. 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.

24. 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.

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

**Redressal of Investor grievance**

26. 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**

27. 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**

28. 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.

29. 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.

30. 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.

31. 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

32. 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.

33. 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.

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-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.

39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contact 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 the 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 contact 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 broke, 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 to 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.

Mandatory

## 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.

# Most Important Terms and Conditions (MITC)

(For non-custodial settled trading accounts)

1. Your trading account has a "Unique Client Code" (UCC), different from your demat account number. Do not allow anyone (including your own stock broker, their representatives and dealers) to trade in your trading account on their own without taking specific instruction from you for your trades. Do not share your internet/ mobile trading login credentials with anyone else.
2. You are required to place collaterals as margins with the stock broker before you trade. The collateral can either be in the form of funds transfer into specified stock broker bank accounts or margin pledge of securities from your demat account. The bank accounts are listed on the stock broker website. Please do not transfer funds into any other account. The stock broker is not permitted to accept any cash from you.
3. The stock broker's Risk Management Policy provides details about how the trading limits will be given to you, and the tariff sheet provides the charges that the stock broker will levy on you.
4. All securities purchased by you will be transferred to your demat account within one working day of the payout. In case of securities purchased but not fully paid by you, the transfer of the same may be subject to limited period pledge i.e. seven trading days after the pay-out (CUSPA pledge) created in favor of the stock broker. You can view your demat account balances directly at the website of the Depositories after creating a login.
5. The stock broker is obligated to deposit all funds received from you with any of the Clearing Corporations duly allocated in your name. The stock broker is further mandated to return excess funds as per applicable norms to you at the time of quarterly/ monthly settlement. You can view the amounts allocated to you directly at the website of the Clearing Corporation(s).
6. You will get a contract note from the stock broker within 24 hours of the trade.
7. You may give a one-time Demat Debit and Pledge Instruction (DDPI) authority to your stock broker for limited access to your demat account, including transferring securities, which are sold in your account for pay-in.
8. The stock broker is expected to know your financial status and monitor your accounts accordingly. Do share all financial information (e.g. income, networth, etc.) with the stock broker as and when requested for. Kindly also keep your email Id and mobile phone details with the stock broker always updated.
9. In case of disputes with the stock broker, you can raise a grievance on the dedicated investor grievance ID of the stock broker. You can also approach the stock exchanges and/or SEBI directly.
10. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. You will not have any protection/recourse from SEBI/stock exchanges for participation in such schemes.

[Forming part of the Terms and Conditions for providing research services]

1. These terms and conditions, and consent thereon are for the research services provided by the Research Analyst (RA) and RA cannot execute/carry out any trade (purchase/sell transaction) on behalf of, the client. Thus, the clients are advised not to permit RA to execute any trade on their behalf.
2. The fee charged by RA to the client will be subject to the maximum of amount prescribed by SEBI/ Research Analyst Administration and Supervisory Body (RAASB) from time to time (applicable only for Individual and HUF Clients).

Note:

2.1. The current fee limit is Rs 1,51,000/- per annum per family of client for all research services of the RA.

2.2. The fee limit does not include statutory charges.

2.3. The fee limits do not apply to a non-individual client / accredited investor.

3. RA may charge fees in advance if agreed by the client. Such advance shall not exceed the period stipulated by SEBI; presently it is one quarter. In case of pre-mature termination of the RA services by either the client or the RA, the client shall be entitled to seek refund of proportionate fees only for unexpired period.
4. Fees to RA may be paid by the client through any of the specified modes like cheque, online bank transfer, UPI, etc. Cash payment is not allowed. Optionally the client can make payments through Centralized Fee Collection Mechanism (CeFCoM) managed by BSE Limited (i.e. currently recognized RAASB).
5. The RA is required to abide by the applicable regulations/ circulars/ directions specified by SEBI and RAASB from time to time in relation to disclosure and mitigation of any actual or potential conflict of interest. The RA will endeavor to promptly inform the client of any conflict of interest that may affect the services being rendered to the client.
6. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. No scheme of this nature shall be offered to the client by the RA.
7. The RA cannot guarantee returns, profits, accuracy, or risk-free investments from the use of the RA's research services. All opinions, projections, estimates of the RA are based on the analysis of available data under certain assumptions as of the date of preparation/publication of research report.
8. Any investment made based on recommendations in research reports are subject to market risks, and recommendations do not provide any assurance of returns. There is no recourse to claim any losses incurred on the investments made based on the recommendations in the research report. Any reliance placed on the research report provided by the RA shall be as per the client's own judgement and assessment of the conclusions contained in the research report.
9. The SEBI registration, Enlistment with RAASB, and NISM certification do not guarantee the performance of the RA or assure any returns to the client.
10. For any grievances,

    Step 1: the client should first contact the RA using the details on its website or following contact details:

    (RA to provide details as per 'Grievance Redressal / Escalation Matrix')

    Step 2: If the resolution is unsatisfactory, the client can also lodge grievances through SEBI's SCORES platform at www.scores.sebi.gov.in

    Step 3: The client may also consider the Online Dispute Resolution (ODR) through the Smart ODR portal at https://smartodr.in
11. Clients are required to keep contact details, including email id and mobile number/s updated with the RA at all times.
12. The RA shall never ask for the client's login credentials and OTPs for the client's Trading Account Demat Account and Bank Account. Never share such information with anyone including RA.

5/17

SIGNATURE

Date D D M M Y Y Y Y

# POLICIES AND PROCEDURES

## I. REFUSAL OF ORDERS FOR PENNY STOCKS OR ILLIQUID SECURITIES / CONTRACTS

1. Penny/ illiquid /SMEs Stocks are traded at relatively low volume and market capitalization. Systematix Shares and Stocks (India) Limited (SSSIL) shall have absolute discretion to accept, refuse or partially accept any buy or sell order for execution from a client in respect of penny stocks, illiquid stocks, stocks / contracts having low liquidity, illiquid "options", far month "options", writing of "options", and any other contracts which as per the perception of SSSIL are extremely volatile or subject to Market manipulation.
2. SSSIL may permit acceptance of orders in such restrictive scrips/ contracts in controlled environments like orders received from clients being forwarded by branches to a centralized desk at HO instead of allowing trading in such scrips/contracts at branch level or through online trading platform. SSSIL shall not be responsible for the delay in execution of such orders and consequential opportunity loss or financial loss to the client.
3. SSSIL may take appropriate declarations from the clients before accepting such orders.
4. SSSIL shall have the prerogative to place such restrictions, notwithstanding the fact that the client has adequate credit balance or margin available in his account and/or the client had previously purchased or sold such securities/contracts through SSSIL itself.

In addition to existing Surveillance action being imposed from time to time, it may be noted that securities which are under graded surveillance measures and SMEs stocks will attract additional surveillance measures

## II. SETTING UP CLIENT'S MARGIN LIMITS

1. **Margin Limit in Cash segment (Including MTF Product):** SSSIL provides Margin based limit following the value at risk ("VAR") and Extreme loss margin ("ELM") applies to scrip as defined by the Risk Management team time to time at its discretion. Hence Exposure for intraday and delivery transactions can be multiple (varying from scrip to scrip based on VAR +ELM (Margin rates) applies to scrip) of the ledger balance, value of collateral benefit after applying haircut on holding lying in the client account and credit for sales.
2. The value of the "multiple" and the "haircut" shall be decided by SSSIL based on market volatility and quality of collaterals. Limit on the basis of unsettled sales and un-cleared cheques will be at discretion of SSSIL.
3. **Margin Limit for F&O, Currency & Commodity segment:** SSSIL provides margin limit in F&O, Currency and Commodity Segment, based on available upfront margin (initial and exposure margin) into the client account in the form Ledger, cash collateral and non-cash collateral (i.e. approved pledged securities (in favour of SSSIL) after appropriate haircut.
4. **Client-wise differential limits:** SSSIL shall have the prerogative to allow differential limits in Cash, F&O and Currency segments varying from client to client, depending upon credit worthiness and past conduct of each client or any other criteria which SSSIL may find suitable.
5. **SSSIL Discretions on limits:**
   a. SSSIL has discretion to change the limits/ratios on the basis of risk perception and other factors considered relevant (such as broker level/exchange level limits in specific securities or Income declaration or volume Specific exposures based on surveillance measures or Availability of cash/ cash equivalent margin etc.
   b. SSSIL shall not be able to inform the client of such variation, reduction or imposition in advance.
   c. SSSIL shall not be responsible for client's inability to execute any order on account of any such changes.
   d. MTF funding will not be allowed on shares of Systematix Group Company.
   e. Collateral can be provided in Cash or Non Cash component, and client should maintain Cash and Non Cash Ratio of 50:50 for trading, however we will not restrict client to trade even if client fails to meet the ratio.

## III. APPLICABLE BROKERAGE RATES

The Brokerage and other charges leviable by SSSIL on the clients are provided in Form annexed to the Client Registration form. With mutual consent between SSSIL and client, rate of brokerage may be changed. However, brokerage and other charges are subject to the maximum limits as prescribed by SEBI / Exchanges/ Government and other Regulatory authorities from time to time.

## IV. IMPOSITION OF PENALTY/ DELAYED PAYMENT CHARGES

The clients are required to settle the pay-in / provide margin within the time limits provided by Exchanges / SEBI/SSSIL risk management system. In case the client fails to provide the same, clients will be liable to pay late pay in/delayed payment charges for non making payment of their pay-in / margin obligation at the rate upto 2% per month. This is only a penal measure and brings in discipline in the clients to clear the dues in time as SSSIL had to clear its obligations to the Exchange as per the time limits set by the Exchanges. The client shall be liable to pay to SSSIL brokerage, all taxes, duties, levies to the stock exchanges, transaction expenses, F&O charges, delayed payment charges, short delivery charges, auction charges, cheque stop payment charges, cheque bounce charges, incidental expenses such as postage, courier etc. as they apply from time to time to the client's account/transaction/services that the client avails from SSSIL. SSSIL may also impose fines/ penalties for any orders / trades/ deals/ actions of the client which are contrary to this document / rules/ regulations/ byelaws of the exchange or any other law for the time being in force, at such rates and in such form as it may deem fit. Further, where SSSIL has to pay any fine or bear any punishment from any authority in connection with/ as a consequence of / in relation to any of the orders / trades/ deals/ actions of the client, the same shall be borne by the client.

## V. RIGHT TO SELL CLIENTS SECURITIES OR SQUARE OFF CLIENTS POSITIONS, WITHOUT GIVING NOTICE TO THE CLIENT, ON ACCOUNT OF NON-PAYMENT OF CLIENTS DUES (THIS SHALL BE LIMITED TO THE EXTENT OF SETTLEMENT / MARGIN OBLIGATION)

SSSIL shall have the right to sell client's securities, both unpaid securities as well as collaterals deposited towards margins, or square off client's open positions, without giving notice to the client where there is a delay/failure of the client to the pay-in obligations and/or there is a failure of the client to bring additional margins to cover the increase in risk in the dynamic market conditions.

1. Unpaid Securities in Capital Market
   a. In case of unpaid obligation on Settlement date, SSSIL may sell the unpaid/ partially paid securities.
   b. In addition, SSSIL may sell the collaterals deposited by the client towards margins and/or paid securities purchased by the client in earlier settlements where the sale proceeds of unpaid securities are inadequate to cover the pay-in obligations and/ where the unpaid securities appear to be comparatively illiquid and cannot be sold at reasonable rates to the extent required.
   c. Further SSSIL shall also have rights to Invoke Pledge Securities/ Mutual Funds Units with/without prior intimation to fulfill client's unpaid settlement / margin obligation.
   d. SSSIL may follow the Company Policy for liquidation of securities, but it may not be binding on it to follow this method in all cases.

**2. The margin shortfall in F&O, Currency and Commodity Segments**

   a. Positions of the client may be squared off to the extent of margin shortfall on the T+1 basis /Real time Monitoring basis. Positions of the client may be squared off out to the extent of margin shortfall on the T+1 basis /Real time Monitoring basis.
   b. While computing margin shortfall, value of unapproved securities shall not be considered.
   c. As per the Exchange requirements, the SSSIL is required to maintain a prescribed ratio between cash and non-cash Collaterals margin deposited with the Exchange. SSSIL

shall therefore have the prerogative to insist for at least such prescribed ratio % margin in cash and may not consider the value of securities over and above the cash component for the purpose of calculating margins shortfall and squareoff the client's position where it finds deviation.

3. **Securities bought under Margin Trading Facility**
   a. Positions of the client may be squared off to the extent of margin shortfall (including MTM Loss) on settlement date onwards or Real time monitoring basis.
   b. While computing margin shortfall, value of unapproved securities shall not be considered.
   c. In case of unpaid obligation, SSSIL may sell the unpaid/ partially paid securities. In addition, SSSIL may sell
   d. the collaterals deposited by the client towards margins and/or paid securities purchased by the client in earlier settlements where the sale proceeds of unpaid securities are inadequate to cover the pay-in obligations, Mark to Market ("MtoM") and/ where the unpaid securities appear to be comparatively illiquid and cannot be sold at reasonable rates to the extent required.
   e. Position of client may be squared off if funds for required margin is not available in the form of Cash.
4. **Intra-day positions:** SSSIL shall have right to square off any intra-day positions taken by the client after a defined time limit which is currently set to 15 minutes before close of market
5. **Mark to Market (MTM) / Risk base Liquidation:** All positions under All Product will be subject to 75% MTM Loss i.e. positions may be liquidated if loss reaches a pre decided level of client margin loss. The OPEN positions (i.e. the carry forward overnight positions) and the intraday leverage position (across segments) may be squared off at 75% MTM Loss. Further if the ratio of available collateral (Broking + MTF) against debit (Broking + MTF) comes down to 15% or below 15% then position /securities of client may be squared off/sold on a real-time basis.
6. **Stock Derivative Contracts settled through Physical delivery:**
   a. Client's positions in Stock Option and Stock Future contracts which will expire on next trading day may be squared off, if client does not have sufficient Margin / coverage available.
   b. In case of available margin with SSSIL is lower than value of delivery likely to be taken by client SSSIL may be squared off position in absence of required margin
7. **General:**
   a. While selling the securities /squaring of position against client debit/shortfall , SSSIL may take into account the sell transaction, positions squared off or funds received from the client till cut off time, as per company policy.
   b. While selling the securities/ squaring the client positions, SSSIL may not take into consideration Cheques showing unrealised although deposited by the client with SSSIL until clear proceeds of such instruments are received by SSSIL in its bank account. For this purposes Demand Draft / Pay order shall not be taken into consideration.
   c. SSSIL shall have the right to sell clients securities or squared off out client's position, but it shall not be under any obligation to undertake this exercise compulsorily.
   d. SSSIL shall have the right to sell clients securities in case of Ageing of debit and margin shortfall in the client account.
   e. SSSIL shall have right to sell the securities purchased under MTF which is later on found to be not considered under not part of MTF including but not limited to short available of margin, technical and software error and other unavoidable circumstances.
   f. SSSIL shall not be responsible for any losses and penalties / charges levied by exchanges(s) caused on such square off.
   g. SSSIL shall therefore not be under any obligation to compensate for / or provide reasons of any delay or omission on its part to sell clients securities or squared off open positions of the client.
5. **Shortage in obligations arising out of internal netting of trades:**
   As specified in SEBI circular SEBI/HO/MIRSD/MIRSD-PoD1/P/CIR/2024/75 dated 5-June-2024, in case of any shortages arising due to inter se netting of positions between clients i.e., internal shortages, SSSIL shall handle such shortages through the process of auction as specified by Clearing Corporation (CC). NSE Clearing Limited (NCL) vide circular NCL/CMPT/66688 dated February 14, 2025, and Indian Clearing Corporation Limited (ICCL) vide circular 20250214-69 dated February 14, 2025, have provided their standard operating guidelines pertaining to "Auction for Internal shortages" extract of the same is reproduced for your quick reference, thus same and or any such circulars/directives issued by SEBI/CC would be adhered by SSSIL

   *"CC shall identify internal shortages by comparing gross sell obligation of clearing member vis-a-vis pay-in received for clearing member for both depositories. The gross sell obligation of clearing member shall be computed as gross of net sell obligation across all clients of a clearing member for a security. Member shall ensure to provide entire gross sell obligation as security pay-in to CC.*

   *It shall be mandatory for members to do gross pay-in to CC. Where member effects payout to receiving clients on its own and does not provide the same to CC in pay-in, CC shall consider such quantities as short received for internal shortage computation.*

   *It shall be mandatory for members to pay valuation amount for internal shortages identified by CC as per timelines specified by CC. Where member has not paid valuation amount CC shall not conduct auction for the internal shortage. The price for valuation amount for internal shortages shall be arrived basis the settlement price of the security. While CC will identify and provide details of internal shortages and the valuation amount to be paid by member, members shall have internal processes to identify the internal shortages in advance and provide the valuation amount by specified timelines.*

   *Where auction is not conducted on account of reason such as valuation debit not paid by member or on account of excess pay in by any member/clients or in case of corporate action in security or where the auction by CC was unsuccessful or file not uploaded by custodian member or any other reason specified from time to time, the brokers/members shall pass close out entry in the books at the auction rate and in absence of auction rate at the close out rate. In case auction is not conducted due to receipt of excess payin, the credit shall be given to client who has done excess pay-in.*

   *Members shall voluntarily bring to the notice of CC, where an auction profit is being identified by the members at the client level, including internal shortages.*

   *The price for valuation amount for internal shortages shall be arrived basis the settlement price of the security and additional 20% mark or as specified by CC from time to time. While CC will identify and provide details of internal shortages and the valuation amount to be paid by member, members shall have internal processes to identify the internal shortages in advance and provide the valuation amount by specified timelines."*

## VI. CONDITIONS UNDER WHICH A CLIENT MAY NOT BE ALLOWED TO TAKE FURTHER POSITION OR SSSIL MAY SQUARE OFF THE EXISTING POSITION OF A CLIENT

SSSIL reserves the right to refuse trade execution, restrict new positions, and/or close existing positions under the following circumstances:

a. Non-receipt of adequate funds / securities and / or Dishonored of cheque received from the client towards the obligations/ margin/ ledger balances;
b. Technical difficulties ;
c. Securities exceeding limits at client and securities level as specified by the Exchanges/regulators from time to time;
d. Securities are not in dematerialized form, illiquid securities and the price of securities not supported with the fundamental and financial of the company.
e. Any other conditions as may be specified by SSSIL from time to time in view of market conditions, regulatory requirements, internal policies and risk management system consideration;
f. Any force majeure events beyond the control of SSSIL.

g. If in the opinion of SSSIL, the client has committed a fraud, crime or acted in contravention to this document.
h. Client-wise permissible open positions exceeded.
i. Intraday orders received after the cut off time.
j. Securities purchased under MTF found ineligible.
k. Compliance with SEBI's framework for dynamic trade-based price checks to prevent aberrant orders or uncontrolled trades, as per CIR/MRD/DP/34/2012 dated December 13, 2012. In such cases, SSSIL shall not be liable for any losses incurred, and the client shall indemnify SSSIL accordingly.

SSSIL reserves the right to square off open position of client and/ or sell client's securities under the prescribed circumstances, however SSSIL is not obligated and does not guarantee to square off the open positions and/ or sell client's securities. The client shall be solely responsible for the trading decisions taken by the client. It shall be responsibility of the client to make payments towards outstanding obligations and/ or applicable margins to SSSIL in time irrespective of whether SSSIL exercises its right to square off the positions of the client in accordance with the provisions given herein above.

Client shall be solely responsible for any resultant losses incurred to client due to selling of client's securities by SSSIL 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 SSSIL shall be fully indemnified and held harmless by the client in this behalf.

The client accepts to comply with SSSIL's requirement of payment of Margin/ settlement obligations of the Client, immediately failing which SSSIL may sell, dispose, transfer or deal in any other manner the securities already placed with it as Margin/lying in the beneficiary account of SSSIL or square-off all or some of the outstanding F&O positions of the client as it deems fit at its sole discretion without further reference to the client and any resultant or associated losses that may occur due to such square-off/ sale shall be borne by the client and SSSIL shall be fully indemnified and held harmless by the client in this behalf at all times.

Apart from above, client understands and accepts these important below mentioned points, list which is indicative and not exhaustive:

a. Delivery Selling Benefit for subsequent fresh positions on T Day, selling benefit will be available up to 100% of sell value and will also be considered for MTM loss.
b. Peak Margin Obligation will be applied.
c. Margin Increases due to close of any one leg of hedge position, market volatility, price change, or exchange margin percentage changes.
d. Peak/EOD Margin Shortfall may occur if reportable balance (collateral pledge + ledger+ EPI) is insufficient.
e. If securities are released from CUSPA to client's DMAT account and client has not pledged of these securities in favour of SSSIL for margin, to meet out the margin requirements then Peak/EOD Margin Shortfall may occur.
f. Securities for which payout is pending receipt will be available for selling/lending. However, please note that there is a risk of shortage of payout received from the exchange and securities sold/lent in expectation of payout may not be received, this may lead to auction, penalties, and other losses. In such cases, any penalties and losses incurred shall be charged to the client. Clients are advised to exercise caution while trading in securities with pending payout

## VII. TEMPORARY SUSPENDING OR CLOSING A CLIENT 'S ACCOUNT AT CLIENT REQUEST

**1. Introduction :**

In order to enhance the ease of doing business and ease of doing investments for investors and to enhance protection of investors from suspicious activities; SEBI, has vide its circular ref. No. SEBI/HO/MIRSD/POD-1/P/CIR/2024/4 dated January 12, 2024 has mandated that a framework shall be laid down by stock exchanges for Members to provide the facility of voluntary freezing/blocking the online access of the trading account to their clients. Accordingly, stock exchanges has issued circulars providing a framework for trading members for the facility of voluntary freezing/blocking the online access of the trading account for clients. In accordance with the above, Members are required to frame a policy in line with the exchange prescribed framework, which shall be part of the member's Risk Management Policy and shall be displayed on its website along with the process and mode(s) through which the client can place the request to freeze / block & unfreeze / unblock the trading account along with the timelines that will be followed by the members for the same.

**2. Scope and applicability:**

Members providing internet based trading/ mobile trading/ other online access for trading are required to make available to the clients at least two modes of the following communications through which the client may request for voluntary freezing/ blocking the online access of trading account if any suspicious activity is observed in the trading account: -

a) Email from registered e-mail ID
b) SMS from registered mobile number
c) IVR/tele calling
d) Chatbot
e) Trading Member's App / website
f) Any other legally verifiable mechanism

The shall be applicable with effect from July 01, 2024.

1. To new on-boarded clients as part of account opening kit
2. To all existing clients via email or any other suitable mechanism which can be preserved. In case, communication gets bounced/ undelivered, the same shall be communicated through alternate channels to such clients. Other suitable mechanism may include physical delivery/SMS/electronic instant messaging services after adhering with the safeguards prescribed on Issuance of Electronic Contract Notes (ECN) through SMS/electronic instant messaging services.
3. Mode of receipt of request for freezing/blocking Trading A/c :

   Following modes shall be provided by company for receipt of request for freezing/blocking the clients trading A/c:

   1. Send an E-mail ID to stoptrade@systematixgroup.in.
   2. Client call to RMS division at HO, currently the number is 022-67048640/40874040
   3. Client web access - Wealth Pulse
   4. Procedure to be followed on receipt of request for Freezing/ Blocking Trading A/c :

   On receipt of request from clients through any of the prescribed modes of communications; for freezing/blocking of the online access of the trading account from the client:

   1. We shall validate that the request is received from a registered client as per and issue an acknowledgement as well as freeze/ block the online access of the client's trading account and simultaneously cancel all the pending orders of the said client.
   2. To validate the request received on calling desk; we shall verify the client by authenticating that request is received from registered number

   The timelines for freezing/ blocking of the online access of the clients' trading account is as under:

   Scenario Timelines for issuing acknowledgement as well as freezing / blocking of online access of trading account.

| **Scenario** | **Timelines for issuing acknowledgement as well as freezing / blocking of the online access of the trading account.** |
|---|---|
| Request received during the trading hours1 and within 15 minutes before the start of trading. | Within 15 minutes * |
| Request received after the trading hours and 15 minutes before the start of trading. | Before the start of next trading session |

Trading hours shall be as follows: Capital Market Segment: 9.15 a.m. to 3.30 p.m., Equity Derivatives Segment: 9.15 a.m. to 3.30 p.m., Currency Derivatives Segment: 09.00 a.m. to 05.00 p.m., Commodity Derivatives Segment: 09.00 a.m. to 11:30 p.m.

* To begin with, the time limit of 15 minutes is being specified for the purpose of issuing acknowledgement as well as freezing/ blocking of the online access of the trading account. This time limit shall be contracted after a review in next six months after the date of its applicability to enhance protection of investors from suspicious activities.

d. Post freezing/blocking client's trading account, we shall send a communication on the registered mobile number and registered e-mail ID of the client, stating that online access to the trading account has been frozen/blocked and all pending orders in the client's trading account, if any, have been cancelled along with the process of re-enablement for getting the online access to the trading account.

e. We shall also communicate / provide the details of open positions of client (if any) alongwith contract expiry information within one hour from the freezing/blocking of the trading account.

f. We shall maintain the appropriate records/logs including, but not limited to, request received to freeze/block the online access of trading account, confirmation given for freezing/blocking of the online access of the trading account and cancellation of pending orders, if any, sent to the clients.

g. In case of failure in freezing/ blocking the online access within the prescribed timelines, there is a risk that we may be held responsible for any trades executed from the time of receipt of such request till such time the online access is blocked / frozen.

**5. Re-enabling client for online access of Trading A/c :**

We shall re-enable the online access of trading account after carrying out necessary due diligence including validating the client request and unfreezing / unblocking the online access of the trading account.

**6. Important points :**

1. All logs of freeze and unfreeze request and communications sent shall be maintained for audit trail.
2. Freezing/blocking is only for the online access to the client's trading account, and there shall be no restrictions on the Risk Management activities.
3. The request for freezing/ blocking does not constitute request for marking client Unique Client Code (UCC) as inactive in the Exchange records.

## VIII. DEREGISTERING A CLIENT

The client has the option to de-register his account after settling his account with SSSIL. The client would be liable to pay all dues in his account before de-registration. Notwithstanding anything to the contrary stated in this document, SSSIL shall be entitled to terminate the relationship with the client with immediate effect in any of the following circumstances:

a. The action of the client are prima facie illegal / improper or such as to manipulate the price of any securities or disturb the normal/proper functioning of securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.

b. If there is any commencement of a legal process against the client under any law in force.

c. On the death/lunacy or other disability of the client.

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

e. If the Client suffers any adverse material change in his/her/its financial position or defaults in any other policies & procedures of SSSIL

f. If there is unreasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable or client has become insolvent'

g. If the Client is in breach of any term, condition or covenant of this document;

h. If the Client has made any material misrepresentation of facts, including (without limitation)in relation to the security;

i. If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;

j. If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;

k. If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;

l. If any covenant or warranty of the Client is incorrect or untrue in any material respect;

In addition to what the client has agreed in the agreement, SSSIL may terminate a client with immediate effect, but not limited to the following reasons - If the client is debarred by SEBI or any other regulatory authority As a part of surveillance measure, if a client appears to be indulging in manipulative practices. Under the circumstances when there is a reasonable ground to believe that the client is unable to clear its dues or has admitted its inability to pay its debt. If the client violates any of the terms of the agreement.

## IX. LIQUIDATION POLICY

As per directive of SEBI circular CIR/HO/MIRSD/DOP/CIR/P/2019/75 dated June 20, 2019 related to Handling of Clients' Securities and subsequent clarifications provided by exchanges. In case client does not pay for securities which are received in pay-out, then such securities shall be transferred in separate demat account "client unpaid securities pledged account" (CUSPA).

a. If client fails to meet its funds pay-in obligation within T+4, then we shall liquidate securities on T+5 from 11.30 a.m. onwards solely at our discretion with no prior intimation.

b. In case of margins available with us is less than 75% any time since your purchase date till T+ 4, we shall Immediately liquidate your position solely at our discretion with no prior intimation.

c. The client shall be put on square off mode on T+5 and no further exposure/limits shall be given on T+5 day.

d. In case of payment via electronic transfer, fund received shall be adjusted against outstanding on "First in First out" (FIFO) basis.

e. In case of cheque payment, funds credited in SSSIL bank account shall be adjusted against the outstanding.

## X. TREATMENT OF INACTIVE (DORMANT) ACCOUNTS

The treatment of Inactive (Dormant) accounts is as per SEBI guidelines and exchange directives issued from time to time In case trading account, wherein no trades have been carried out since last 24 (Twenty four) months across all exchanges shall be flagged as 'Inactive' in exchange portals of respective Exchanges

SSSIL would before marking an account as inactive (dormant) send an update to clients 1) Vide an email and/or sms intimation to client 2) Vide an email to respective branches, with a follow-on reminder. In case no response is received we shall be suspending codes from further trading and thereafter we shall, refrain from trading until the account is reactivation request is received from client with proper compliances . The client shall be allowed to trade only after account is re-activated. Client can re-activate their account by giving a request in the prescribed form and or vide electronic communication from registered email id, at respective branch / Head Office along with updated details, if any, has been changed. It would be suggestive that income details are also provided by the client. Client has settle on monthly or quarterly basis (as per client preferences) in the manner prescribed from time to time.

The above policies and procedures are subject to change/ updation by SSSIL from time to time. The updated policies and procedures of SSSIL shall be posted on the website of SSSIL www.systematixgroup.in Clients are required to refer to the updated policies and procedures and abide by the same.

I/We have read and understood the above.

6/17 SIGNATURE

Date D D M M Y Y Y Y

# Policy for Handling Good Till Date Orders

The Exchanges have stated that the policy shall include:

1. Details of Good Till Cancelled/Good Till Triggered/orders of similar type provided by member including its validity.
2. Manner of handling of such orders in case of corporate actions (e.g. cancellation, price reset, retaining, etc. for the unexecuted orders).
3. Provide timeline within which the member shall intimate their clients about details of upcoming corporate actions applicable for such unexecuted orders of clients, which shall not be later than one day prior to the ex-date of the corporate action.

**1. <u>What are the Pros and Cons of GTC orders</u>**

Like any trading tool, GTC orders come with their own set of advantages and disadvantages. Let's take a closer look at both:

**Pros**

- **Time-saving:** GTC orders eliminate the need to place new orders daily, saving time for busy investors.
- **Opportunity capture:** They allow investors to capitalize on price movements outside regular trading hours or when they're not actively monitoring the market.
- **Precise execution:** Investors can set exact price points for their trades, ensuring they don't miss out on their desired entry or exit levels.
- **Flexibility:** GTC orders can be modified or cancelled at any time before execution, giving investors control over their trading strategy.

**Cons**

- **Market risk:** Because GTC orders can remain active for an extended period, there's a risk of execution at unfavourable prices due to sudden market changes or news events.
- **Oversight required:** Investors need to keep track of their open GTC orders to ensure they're still relevant to their current trading strategy.
- **Potential fees:** Some brokers may charge additional fees for GTC orders, impacting overall trading costs.
- **Execution uncertainty:** There's no guarantee that a GTC order will be filled, especially if the specified price is far from the current market price.

**2. <u>Details of Good Till Cancelled/Good Till Triggered/ orders</u>**

a. Systematix Shares and Stocks (India) Limited {"SSSIL"} enables for it's clients to place "Good Till Date" (GTDt) orders.

b. The period selected by the client shall be within the maximum validity date defined by SSSIL. Since client has the right to define validity date ("order validity date") within maximum validate date, this order type is called as Good Till Date (GTDt) order.

c. All clients SSSIL of who are eligible to trade in Equity Cash product can avail GTDt facility for order placement.

d. The facility of placing a GTDt order is available in Equity Cash product for all the securities on BSE and NSE only. As and when, GTDt orders are introduced in other segments the same shall be displayed through the SSSIL website and subsequently updated in the policy.

e. Client can specify disclosed quantity while placing cash orders with GTDt order validity.

f. GTDt orders can only be placed by specifying a limit price. GTDt orders cannot be placed at market price.

g. If a GTDt order is not executed for the entire quantity, SSSIL is authorised to place fresh orders for the unexecuted quantity for the client on the subsequent trading days till the entire quantity is executed or till the validity expires, whichever is earlier. This feature permits the client to specify the number of days during which the client intends to place the orders.

h. GTDt orders can be placed during the pre-open session for all scrips, however only orders in scrips that are pre-open enabled would be sent to exchange during the pre-open session. Orders in all other scrips not enabled for pre-open session would be treated as overnight orders and sent to exchange during normal trading session.

i. Client shall ensure that necessary funds/margins are available to place GTDt orders.

j. "Order Validity Date" means the date entered by the client while placing GTDt orders. This date shall be equal to or less than the maximum validity date defined by SSSIL which would appear as the default "Order Validity Date". Client can choose the GTDt order validity date as less than or equal to the maximum validity date defined by SSSIL. Client shall not be allowed to place orders with GTDt validity beyond maximum defined validity date.

k. In case the GTDt order validity date falls on a non trading day, the order is expired by SSSIL on the last trading day which falls prior to such order valid date which is a non trading day. Post the expiry, the status of GTDt order is updated as Expired (Closed).

l. Once a client has placed a GTD order, SSSIL will place orders for the unexecuted quantity of the GTDt order for all the days during the validity period or till the quantity is fully executed or cancelled or rejected due to any reason. Client may login only to check the status of such orders.

m. For the unexecuted quantity orders shall be placed daily as overnight orders during the validity period, i.e. until the order validity date is less than or equal to the next trade date provided such GTDt order remains unexecuted and is not cancelled, nor rejected due to any reason. The orders would be placed on these dates provided they are trading days.

n. Orders with GTDt validity can be placed both during the market hours as well as post market hours.

o. GTDt orders also can be placed over CallNTrade facility

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

q. All GTDt orders can be cancelled.

r. The Brokerage rates and applicable charges are same for normal transactions and GTDt orders. Further, GTDt orders shall be settled in the same manner as normal equity market transactions.

**3. Handling of GTDt orders in case of corporate actions**

Post Corporate Action, GTDt orders will be validated against DPR (Daily Price Range) sent by the exchange. Before revalidating the order for next trading day (post corporate action), system will check for circuit limits and daily price range and would validate orders only within the circuit limit and daily price ranges.

The orders which would get failed in circuit check and daily price range for next day pumping would be kept in system in "GTDt Blocked" status for retry on subsequent trading day, where in such cases SSSIL will not be responsible for the same.

**4. Updating Clients of upcoming Corporate Actions**

All upcoming corporate actions including dividend, bonus, split, etc. shall be intimated to clients having unexecuted GTDt orders atleast one day prior to the ex-date of the corporate action.

Clients shall review their GTDt orders pro actively whenever there may be impact of corporate action on their order/s. It would be the onus of the client to take appropriate action to modify / cancel orders accordingly.

**5. Review Policy**

This policy may be reviewed as and when there are any changes introduced by any statutory authority or as and when it is found necessary to change the policy due to business needs and would be placed before the Board/Executive committee for their review and approval.

**6. Policy Communication**

The said policy shall be made part of the Account Opening Form/Kit under heading "Policy on Handling of Good Till Cancelled Orders of Client" of Policy and Procedures document and shall be displayed on the Company website.

I/We have read and understood the above. Name of the client:




Date D D M M Y Y Y Y

## DOCUMENT OF RIGHTS AND OBLIGATIONS OF THE CLEARING MEMBER/PARTICIPANT AND ITS CLIENT IN RELATION TO THE SECURITIES LENDING AND BORROWING SCHEME (SLBM )

1. The Securities and Exchange Board of India ("SEBI") has formulated and issued the Securities Lending Scheme, 1997 ("SEBI Scheme") and SEBI Circular No MRD/DoP/SE/Dep/Cir-14/2007 dated 20th December 2007 for facilitating lending and borrowing of securities through an "Approved Intermediary" registered with SEBI.

2. NSE Clearing Limited is an Approved Intermediary ("AI") registered under the SEBI Scheme and is, therefore, authorised to facilitate lending and borrowing of securities in accordance with the SEBI Scheme and Circulars of SEBI issued from time to time. Accordingly, the AI has framed the Securities Lending and Borrowing Scheme (hereinafter referred to as "SLBS") for facilitating lending and borrowing of securities through persons registered as "Participants".

3. SEBI, thereafter, vide its Circular No. CIR/NRD/DP/19/2014 dated June 3, 2014 ("SEBI Circular") has modified the framework of Securities Lending and Borrowing. Under the said SEBI Circular, AI shall enter into an agreement with its Clearing Member/Participant ("Agreement") for the purpose of facilitating Securities Lending and Borrowing and which shall specify the rights, responsibilities and obligations of the AI and the Clearing Member/Participant ("Participant"). The said Agreement shall also define the exact role of AI/Participant vis-à-vis the Client of Participant. As per the said SEBI Circular, AI is also required to frame rights and obligations document laying down the rights and obligations of the Participant and its Client for the purpose of Securities Lending and Borrowing. The said rights and obligations document shall be mandatory and binding on the Participant. Accordingly, the AI has framed this rights and obligations document laying down the rights and obligations of Participant as well as of its Client ("Rights & Obligations Document")

4. Securities Lending and Borrowing can be undertaken by the Participant either on their own account or on account of its Client registered with them. Any person(s) who meets the eligibility criteria as may be specified by the AI for the Clients under the SLBS, shall be eligible to participate in the SLBS by submitting duly signed relevant documentation/s to the Participant that it is desirous of participating in the SLBS. The Participant on the receipt of said relevant documentation/s from its Client, shall provide this Rights & Obligations Document to its Client which will be duly acknowledged by the Client of having read, understood and to agreeing to abide by the same prior to the execution of trade in the SLBS. The terms and conditions of this Rights & Obligations Document shall be binding on the Participant as well as on its Client.

5. All the transactions under the SLBS by the Client shall be strictly in accordance with SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder and the Rules, Byelaws, Regulations of the AI as a Clearing Corporation as applicable and the terms and conditions of the said Agreement. In the event of any conflict or contradiction between the provisions of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder and the Rules, Byelaws, Regulations of the AI as a Clearing Corporation as applicable and the terms and conditions of the said Agreement and this Rights & Obligations Document, the provisions of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder, the Rules, Byelaws and Regulations of the AI as a Clearing Corporation and the terms and conditions of the said Agreement shall prevail over this Rights & Obligations Document. The provisions of this Rights & Obligations Document are in addition there to and not in derogation thereof.

6. The Participant has made the Client aware of and the Client has understood the precise nature of the Participant's liability towards the Client under SLBS including any limitations on the liability and the capacity in which the Participant acts.

7. Subject to the SEBI Scheme, Circulars of SEBI, SLBS and Circulars issued thereunder, and/or the Rules, Byelaws, Regulations of the AI as a Clearing Corporation as applicable and as in force from time to time, the rights and obligations of the Participant as well as its Client shall be hereto as under.

8. Unless the context otherwise requires, the words and expressions used herein shall have the same meaning as defined in Securities Contracts (Regulation) Act, 1956 or Securities and Exchange Board of India Act, 1992 or Securities Lending Scheme, 1997 or Depositories Act, 1996 or the rules and regulations made thereunder respectively or Circulars of SEBI or SLBS and the Circulars issued thereunder and the Rules, Byelaws and Regulations of the AI as a Clearing Corporation.

### RIGHTS OF THE PARTICIPANT

9. In consideration of the Participant providing full-fledged securities lending and borrowing under the SLBS, the Participant shall be entitled for charges, fees, and other levies and /or any such other charges, subject to such limits as may be permitted by the AI in its Circulars from time to time.

10. Margins

    The Participant is empowered to call upon its Client to pay such margins as may be specified by the AI from time to time.

11. Recovery

    The Participant shall be entitled to recover from the Client the loss or charges, fees, other levies and /or any such other charges that has been paid by the Participant to the AI or imposed by the AI on account of its Client arising out of default or transactions under the SLBS whether current or past that are effected by the Client in meeting its obligations by adjusting margins and other deposits, if any, available

with the Participant against the Client's liabilities / obligations.

**OBLIGATIONS OF THE PARTICIPANT**

12. The Participant has satisfied itself about the genuineness and financial soundness of the Client and the objectives relevant to the services to be provided and is therefore, agreeable to facilitating such participation subject to the terms and conditions contained herein

13. Issue of Confirmation Memo

The Participant shall, upon execution of the Client's transaction on the order matching platform of the AI, issue the confirmation memo in the specified format or such other documents to the Client within such time as may be prescribed by the AI from time to time.

14. Money / Securities to be kept in separate account

The Participant agrees that the money / securities deposited by the Client shall be kept in a separate bank account / settlement demat account, distinct from its own account or accounts of any other Clients, and shall not be used by the Participant for itself or for any other Clients or for any purpose other than the purposes mentioned in the SEBI Scheme, Circulars of SEBI, SLBS and Circulars issued thereunder and/or the Rules, Byelaws, Regulations of the AI as a Clearing Corporation and as in force from time to time.

15. Update on Settlement Process

The Participant agrees to inform and keep the Client apprised about securities lending and borrowing settlement cycles, delivery/payment schedules and any changes therein from time to time.

16. Compliance with Know Your Client Norms

The Participant undertakes to maintain the "Know Your Client" details of the Client as mentioned in the Client Registration Form or any other information pertaining to the Client in confidence and that it shall not disclose the same to any person / authority except to the AI or as required under any law / regulatory requirements or in compliance with any decree, order or direction of any Court, Tribunal, SEBI or other authority duly empowered in law; Provided however that the Participant may so disclose information about its Client to any person or authority with the express permission of the Client.

17. Reconciliation of Account

The Participant and the Client shall agree to reconcile their accounts regularly with reference to the transactions under the SLBS

18. Return of Securities and Lending Fees

Where the Client is a lender unless otherwise agreed upon between the Participant and the Client -

a) The Participant shall ensure the return of securities to the Client by transferring the same to the Client's account within such time as may be prescribed by the AI.

b) The Participant shall ensure the return of the lending fees to the Client within such time as may be prescribed by the AI.

19. Delivery of Securities

Where Client is a borrower unless otherwise agreed upon between the Participant and the Client -

The Participant shall ensure the delivery of securities to the Client by transferring the same to the Client's account within such time as may be prescribed by the AI.

**RIGHTS OF THE CLIENT**

20. Where the Client is the lender unless otherwise agreed upon between the Participant and the Client -

a) The Client shall be entitled to receive the securities lent or financial compensation in lieu thereof, computed in such manner as may be specified by the AI from time to time

b) The Client shall be entitled to receive lender's fee for the securities lent.

21. Where the Client is the borrower unless otherwise agreed upon between the Participant and the Client -

a) The Client shall be entitled to receive securities borrowed or financial compensation in lieu thereof, computed in such manner as may be specified by the AI from time to time.

b) The Client shall be entitled to receive from the Participant, the collateral in case the Client has deposited securities approved by the AI as collateral.

22. Notwithstanding any other provisions of the said Agreement and this Rights & Obligations Document, the Client shall be entitled to have all the rights that are conferred on it from time to time under the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder.

**OBLIGATION OF THE CLIENT**

23. Abide by Law & Acquaintance to Law

The Participant declares that it has brought the contents of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder from time to time, and the terms and conditions of the said Agreement to the notice of the Client and the Client agrees to comply with and adhere to the same.

24. Update & Comply with the Settlement Process

Notwithstanding anything contained in Clause 15 hereto, the Client shall at all times make its own inquiries and keep itself updated on all settlement cycles, delivery/payment schedules and changes therein, and it shall be the responsibility of the Client to comply with such schedules/procedures of the AI.

25. Processing Charges

The Client agrees to pay the Participant, processing charges and statutory levies prevailing from time to time or

any other charges for the services provided by the Participant. The Participant agrees that it shall not charge processing charges/fees beyond the maximum limit permissible under the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder from time to time.

26. Change in Client Registration Form

The Client agrees to immediately notify the Participant in writing whenever there is any change of information in the details provided by the Client to the Participant at the time of its registration with the Participant and also as provided in the said relevant documentation/s required for participating in SLBS.

27. Authorised Representative

The Client agrees to be bound by the instructions issued by its authorised representative, if any, in accordance with the letter authorising the said representative to deal on its behalf.

28. Return of Securities

The Client shall return the equivalent number of securities of the same type and class borrowed by it within the time specified by the AI in the Circulars issued from time to time.

29. Payment of Margins

The Client agrees to pay such margins as may be specified by the Participant in accordance with the requirement of AI or SEBI from time to time.

30. Exposure / Position Limits

The Client agrees to abide by the exposure/positionlimits, if any, set by the Participant or the AI or SEBI from time to time.

31. Securities lent to be Unencumbered

The Client agrees and warrants that the securities lent are free from lien, charge, pledge or any encumbrance (s) of whatsoever nature.

32. Collateral

At the discretion of the Participant, where the Client deposits the required collateral with the Participant, the same shall be free from any encumbrance (s) of whatsoever nature or defect in the title. If any encumbrance (s) or defect in the title is found subsequently, such collateral shall be immediately replaced by the Client.

33. Insolvency

The Client agrees to immediately furnish information to the Participant in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against it or if any litigation which may have material adverse bearing on its net worth has been filed against it.

34. Cancellation of Transactions

Not with standing anything contained in the said Agreement, the AI shall be entitled to cancel transactions under the SLBS, either on an application by a Participant or suo moto or under regulatory directions, and in such event, the transactions done on behalf of the Client shall ipso facto stand cancelled, and neither the AI nor the Participant shall be liable to compensate the Client for any loss whatsoever (including opportunity loss) arising out of such cancellation.

35. Discontinuation of SLBS and Participation in SLBS

The AI shall be entitled to discontinue the SLBS or the participation of the Participant in the SLBS at any time at its discretion. Such discontinuation may be subject to such terms and conditions as may be specified by the AI from time to time.

## ARBITRATION

36. The Participant and the Client shall co-operate with each other and / or the AI in redressing their grievances in respect of transactions under the SLBS.

37. All disputes and differences or questions arising out of or in relation to this agreement including obligations, failure or breach thereof by any of the parties and/or of any matter whatsoever arising out of this agreement shall in the first instance be resolved mutually by the parties. If the parties fail to resolve the same mutually, then the same shall be referred to and decided by arbitration in accordance with the procedures as prescribed by the AI under the SLBS and the Circulars issued there under.

## GOVERNING LAW AND JURISDICTION

38. In relation to any legal action or proceedings to which the AI is a party, the Participant as well as the Client irrevocably submit to the exclusive jurisdiction of the courts of Mumbai, India and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

39. In relation to any legal action or proceedings to which AI is not a party, the parties irrevocably submit to the jurisdiction of any competent court of law where the Client ordinarily resides at the time of execution of the transactions under the SLBS.

# RIGHTS AND OBLIGATION OF CLEARING MEMBER AND CLIENT UNDER SECURITIES LENDING AND BORROWING SCHEME (SLBM )

Mandatory

The Securities and Exchange Board of India (hereinafter referred to as "SEBI") has formulated and issued the Securities Lending Scheme, 1997 (hereinafter referred to as "SEBI Scheme") and SEBI Circular No MRD/DoP/SE/Dep/Cir-14/2007 dated 20th December 2007 and SEBI circular no. CIR/MRD/DP/19/2014 dated June 3, 2014 for facilitating lending and borrowing of securities through a Clearing Member registered with SEBI.

**Obligations on Clearing Member**

1. Before entering into an arrangement with a Client under SLBS, The Clearing Member shall inform the Client that it has entered into an agreement with the Clearing Corporation and it has been admitted as Participant of Clearing Corporation to facilitate lending and borrowing of securities.

2. The Clearing Member has made the Client aware of and the Client has understood the precise nature of the Clearing Member's liability under SLBS including any limitations, the liability and the capacity in which the Clearing Member acts.

3. Clearing Member and the Client shall be bound by scheme and circulars issued by SEBI from time to time, scheme/circulars issued by clearing corporation/stock exchange, and/or the Rules, Byelaws, Regulations of the stock exchange and or clearing corporation as applicable and as in force from time to time.

4. **ISSUE OF CONFIRMATION MEMO:-** The Clearing Member shall, upon execution of the Client's transaction on the order matching platform of the Clearing Corporation, issue the confirmation memo in the specified format or such other documents to the Client within such time as may be prescribed by the Clearing Corporation from time to time.

5. **MONEY / SECURITIES TO BE KEPT IN SEPARATE BANK / DEMAT ACCOUNT :-** The Clearing Member shall keep the money / securities deposited by the Client in a separate bank account / settlement demat account, distinct from its own account or accounts of any other Clients, and shall not be used by the Clearing Member for itself or for any other Clients or for any purpose other than the purposes mentioned in the scheme/circulars issued by SEBI, Rules, Bye-laws and Regulations of clearing corporation/stock exchange, as may be applicable and circulars issued by clearing corporation/stock exchange there under from time to time.

6. **UPDATE ON SETTLEMENT PROCESS:-** The Clearing Member shall inform and keep the Client apprised about securities lending and borrowing settlement cycles, delivery/payment schedules and any changes therein from time to time.
7. **COMPLIANCE WITH KYC NORMS:-** The Clearing Member undertakes to maintain the "Know Your Client" details of the Client as mentioned in the Client Registration Form or any other information pertaining to the Client in confidence and that it shall not disclose the same to any person / authority except to the Clearing Corporation or as required under any law / regulatory requirements or in compliance with any decree, order or direction of any Court, Tribunal, SEBI or other authority duly empowered in law; provided however that the Clearing Member may so disclose information about its Client to any person or authority with the express permission of the Client.

8. **RETURN OF SECURITIES AND LENDING FEES TO CLIENT AS A LENDER:-** Where the Client is a lender unless otherwise agreed upon between the Clearing Member and the Client, the Clearing Member shall ensure the return of securities to the Client by transferring the same to the Client's account within such time as may be prescribed by the Clearing Corporation. The Clearing Member shall ensure the return of the lending fees to the Client within such time as may be prescribed by the Clearing Corporation.

9. **DELIVERY OF SECURITIES TO CLIENT AS A BORROWER:-**
Where the Client is the borrower unless otherwise agreed upon between the Clearing Member and the Client, the Client shall be entitled to receive securities borrowed or financial compensation in lieu thereof, computed in such manner as may be specified by the Clearing Corporation from time to time. The Client shall be entitled to receive from the Participant, the collateral in case the Client has deposited securities approved by the AI as collateral. Notwithstanding any other provisions of the agreement between the Clearing Corporation and Clearing Member, the Client shall be entitled to have all the rights that are conferred on it from time to time under the SEBI Scheme, Circulars issued by SEBI, SLBS and the Circulars issued there under by Clearing Corporation.

10. **ABIDE BY LAW & ACQUAINTANCE TO LAW:-** The Clearing Member declares that it has brought the contents of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued there under from time to time, and the terms and conditions of the agreement between the Clearing Corporation and Clearing Member to the notice of the Client and the Client agrees to comply with and adhere to the same.

11. **PROCESSING CHARGES:-** The Clearing Member agrees that it shall not charge processing charges / fees beyond the maximum limit permissible under the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued there under from time to time.

**Right of Clearing Member**

1. **CONSIDERATION:-** The Clearing Member is entitled for charges, fees, other levies and /or any such other charges, subject to such limits as may be permitted by the Clearing Corporation in its circulars from time to time.

2. **MARGINS:-** The Clearing Member is empowered to call upon the Client to pay such margins as may be specified by the Clearing Corporation from time to time.

3. **RECOVERY:-** The Clearing Member shall be entitled to recover from the Client the loss or charges, fees, other levies and /or any such other charges that has been paid by the Participant to the Clearing Corporation or imposed by the Clearing Corporation on account of its Client arising out of default or transactions under the SLBS whether current or past that are effected by the Client in meeting its obligations by adjusting margins and other deposits, if any, available with the Clearing Member against the Client's liabilities / obligations.

4. **Due Diligence:-** The Clearing Member shall continuously satisfy itself about the genuineness and financial soundness of the Client and investment objective relevant to the services to be provided.

**Obligations on Client**

1. **ELIGIBILITY CRITERIA:-** The Client represents that he is eligible to participate in the SLBS and has satisfied the criteria specified by the Clearing Corporation.

2. **UPDATE & COMPLY WITH THE SETTLEMENT PROCESS:-** Notwithstanding anything contained in this document, the Client shall at all times make its own inquiries and keep itself updated on all settlement cycles, delivery/payment schedules and changes therein, and it shall be the responsibility of the Client to comply with such schedules/procedures of the Clearing Corporation.

3. **PROCESSING CHARGES:-**The Client agrees to pay the Clearing Member, processing charges and statutory levies prevailing from time to time or any other charges for the services provided by the Clearing Member.

4. **CHANGE IN KYC INFORMATION:-** The Client agrees to immediately notify the Clearing Member in writing whenever there is any change of information in the "Know Your Client (KYC) Form" provided by the Client to the Clearing Member, in the manner prescribed by SEBI/clearing corporation/stock exchange.

5. **AUTHORISED REPRESENTATIVE :-** The Client agrees to be bound by the instructions issued by its authorized representative, if any, in accordance with the letter authorizing the said representative to deal on its behalf.

6. **RETURN OF SECURITIES:-** The Client shall return the equivalent number of securities of the same type and class borrowed by it within the time specified by the Clearing Corporation in the Circulars issued from time to time.

7. **PAYMENT OF MARGINS:-** The Client agrees to pay such margins as may be specified by the Clearing Member in accordance with the requirement of Clearing Corporation or SEBI from time to time.

8. **EXPOSURE / POSITION LIMITS:-** The Client agrees to abide by the exposure / position limits, if any, set by the Clearing Member or the Clearing Corporation or Stock Exchange or SEBI from time to time.

9. **SECURITIES LENT TO BE UNENCUMBERED:-** The Client agrees and warrants that the securities lent are free from lien, charge, pledge or any encumbrance(s) of whatsoever nature.

10. **INSOLVENCY:-** The Client agrees to immediately furnish information to the Clearing Member in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against it or if any litigation which may have material adverse bearing on its net worth has been filed against it.

11. **COLLATERAL:-** At the discretion of the Clearing Member, where the Client deposits the required collateral with the Clearing Member, the same shall be free from any encumbrance(s) of whatsoever nature or defect in the title. If any encumbrance(s) or defect in the title is found subsequently, such collateral shall be immediately replaced by the Client.

**Rights of Client**

1. **RIGHT OF CLIENT AS LENDER TO RECEIVE SECURITIES OR FINANCIAL COMPENSATION AND LENDING FEES:-** Where the Client is the lender unless otherwise agreed upon between the Clearing Member and the Client, the Client shall be entitled to receive the securities lent or financial compensation in lieu thereof, computed in such manner as may be specified by the Clearing Corporation from time to time. The client shall be entitled to receive lender's fees for the securities lent.

2. **RECONCILIATION OF ACCOUNT:-** The Client and Clearing Member shall agree to reconcile their accounts regularly with reference to the transactions under the SLBS.

3. The Client shall satisfy itself of the capability of the Clearing Member and wishes to deal through the Member for lending and borrowing of securities

**TERMINATION:-** The relationship between Client and Clearing Member shall forthwith terminate if the Clearing Member for any reason ceases to be a Clearing Member under the circumstances as prescribed by the Clearing Corporation. Further, either of the parties shall be entitled to terminate the relationship by giving prior written notice of at least one month to other party without assigning any reason. Such termination shall, however, not affect the liabilities/obligations of either party arising out of the transactions under the SLBS entered into prior to the date of the notice of termination.

**AMENDMENT:-** The rights and obligations contained in this document shall not be altered, amended and /or modified by the parties in a manner that shall be in contravention of the provisions of acts, rules, regulations, notices and circulars of Clearing Corporation / SEBI governing SLBS segment or derogatory to rights and obligations prescribed herein.

**ARBITRATION:-** The Clearing Member and the Client shall co-operate with each other and with the Clearing Corporation in redressing their grievances in respect of transactions under the SLBS. All disputes and differences or questions arising out of or in relation to relationship between the Client and Clearing Member including failure or breach thereof by any of the parties and/or of any matter whatsoever arising out of this rights and shall in the first instance be resolved mutually by the parties. If the parties fail to resolve the same mutually, then the same shall be referred to and decided in accordance with the procedures as prescribed by the SEBI/Clearing Corporation under the SLBS, the Circulars issued there under or Rules, Bye-laws and Regulations of Clearing Corporation.

**GOVERNING LAW AND JURISDICTION:-** The relationship between Clearing Member and a Client and all difference/disputes/claims arising thereto shall be governed by and construed in all respects in accordance with the laws of India. In relation to any legal action or proceedings to which the Clearing Corporation is a party, the parties irrevocably submit to the exclusive jurisdiction of the courts of Mumbai, India and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought before an inconvenient forum. In relation to any legal action or proceedings to which Clearing Corporation is not a party, the parties irrevocably submit to the jurisdiction of any competent court of law where the Client ordinarily resides at the time of execution of the transactions under the SLBS.

**CANCELLATION OF TRANSACTIONS:-** Notwithstanding anything contained in the Agreement between Clearing Corporation and Clearing Member or in the Rights and Obligations statement of Clearing Member and the Client, the Clearing Corporation shall be entitled to cancel transactions under the SLBS, either on an application by a Clearing Member or suo moto or under regulatory directions, and in such an event, the transactions done on behalf of the Client shall ipso facto stand cancelled, and neither the Clearing Corporation nor the Clearing Member shall be liable to compensate the Client for any loss whatsoever (including opportunity loss) arising out of such cancellation.

**DISCONTINUATION OF SLBS AND PARTICIPATION IN SLBS:-** The Clearing Corporation shall be entitled to discontinue the SLBS or the participation of the Clearing Member in the SLBS at any time at its discretion. Such discontinuation may be subject to such terms and conditions as may be specified by the Clearing Corporation from time to time.

The words and expressions in this document are used for the purpose of convenience only and shall not affect the construction of the terms of this document. Words and expressions which are used in this document, unless the context required otherwise, have the same meaning as assigned thereto in the rules, bye-laws, regulations, circular, notices issued there under by Clearing Corporation / SEBI.

Mandatory

## TARIFF SHEET

| | BSE & NSE CASH | | | | |
|---|---|---|---|---|---|
| | Trading | | | Delivery | |
| | Minimum Rs | Percent | | Minimum Rs. | Percent |
| | | 1st side | 2nd Side | | |
| General Rates | 10 Ps. | 0.10% | 0.10% | 10 Ps. | 1% |
| Special Rates | | | | | |

| | EQUITY FUTURES | | | | |
|---|---|---|---|---|---|
| | Same Day | | | Any Day | |
| | Minimum Rs | Percent | | Minimum Rs. | Percent 2nd Side |
| | | 1st side | 2nd Side | | |
| General Rates | 5 Ps. | 0.10% | 0.10% | 5 Ps. | 0.10% |
| Special Rates | | | | | |

| | EQUITY OPTIONS | | | | |
|---|---|---|---|---|---|
| | Same Day | | | Any Day | |
| | Minimum Rs | Percent | | Minimum Rs. | Percent 2nd Side |
| | | 1st side | 2nd Side | | |
| General Rates | 100 | 2.5% | 2.5% | 100 | 2.5% |
| Special Rates | | | | | |

| | CURRENCY FUTURE | | | | |
|---|---|---|---|---|---|
| | | | | Any Day | |
| | Minimum Rs | Percent | | Minimum Rs. | Percent 2nd Side |
| | | 1st side | 2nd Side | | |
| General Rates | 5 Ps. | 0.10% | 0.10% | 0.10% | 0.10% |
| Special Rates | | | | | |

| | CURRENCY OPTIONS | | | | |
|---|---|---|---|---|---|
| | Trading | | | Any Day | |
| | Minimum Rs | Percent | | Minimum Rs. | Percent 2nd Side |
| | | 1st side | 2nd Side | | |
| General Rates | 100 | 2.5% | 2.5% | 100 | 2.5% |
| Special Rates | | | | | |

| | SLBM | | | | |
|---|---|---|---|---|---|
| | Trading | | | Any Day | |
| | Minimum Rs | Percent | | Minimum Rs. | Percent 2nd Side |
| | | 1st side | 2nd Side | | |
| General Rates | - | 15% | 15% | - | 15% |
| Special Rates | | | | | |

| | MCX & NCDEX | | | | |
|---|---|---|---|---|---|
| | Trading | | | Delivery | |
| | Minimum Rs | Percent | | Minimum Rs. | Percent |
| | | 1st side | 2nd Side | | |
| General Rates | 10 Ps. | 0.10% | 0.10% | | 1% |
| Special Rates | | | | | |

- The above rates are exclusive of transaction charges, Stamp Duty, Securities Transaction Tax, SEBI Fees and GST which will be charges extra at the rate prevailing from time to time.
- The General rates as mentioned here shall be applied unless the special rates as may be agreed by SSSIL and client and the same are mentioned here.
- In-order to avail the online trading facility, I/we agree to pay the charges as decided mutually by us.

**For Systematix Shares and Stocks (India) Limited**

8/17 SIGNATURE

Client's Signature

SIGNATURE

Authorised Signatory

SYSTEMATIX GROUP
Investments Redefined

# Systematix Shares and Stocks (India) Limited (SSSIL)

Corporate & Registered Office :The Capital, A wing, No. 603-606, 6th floor, Plot No. C-70, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051 Tel.: (022) 6619 8000 / (022) 4035 8000
Fax No. 022-66198029 / 4035 8029 Website: https://www.systematixgroup.in/ CIN: U65993MH1995PLC268414

SEBI Reg. No. **Depository services: Depository participant with CDSL No. : IN-DP-480-2020(DPID-34600)**

| Date | | | | | | | | | DP ID | 1 | 2 | 0 | 3 | 4 | 6 | 0 | 0 | Client ID | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

## Annexure-A
## Format for providing Nomination for Demat Account and MF Folios
## Mandatory Details

1. I / We wish to make nomination [as per details given below]
(You can nominate upto 3 persons)

| | Details | 1st Nominee | 2nd Nominee | 3rd Nominee |
|---|---|---|---|---|
| 1 | **Name of the nominee*** | | | |
| 2 | **Relationship with the Applicant** | | | |
| 3 | **Relationship** | | | |

2. I want the following nomination details to be printed in the account / holding statements (tick one of the boxes below):

☐ Name of the Nominee(s)

☐ Whether nomination given: Yes / No (not name of the nominee)

3. **Optional details of nomination:**

| | Details | 1st Nominee | 2nd Nominee | 3rd Nominee |
|---|---|---|---|---|
| 1 | % Share of nominee**<br>(equal share if % is not specified) | | | |
| 2 | Mobile of nominee***<br>(Please note that the DP / MF RTA will be able to reach out to your nominee if you provide the contact details) | | | |
| 3 | Email ID of nominee***<br>(Please note that the DP / MF RTA will be able to reach out to your nominee if you provide the contact details) | | | |
| | Specify Personal identifier document<br>• Aadhaar (last four digit), PAN, Driving Licence, Passport *** | | | |

**Any odd lot after division shall be transferred to the first nominee mentioned in the form.
*** The aforesaid details shall be optionally provided for the Guardian, in case of nominee is a minor.

4. Signature:

| | Name(s) of holder(s) | Signature(s) of holder**** |
|---|---|---|
| Sole / First Holder (Mr./Ms.) | | |
| Second Holder (Mr./Ms.) | | |
| Third Holder (Mr./Ms.) | | |

****If nomination is submitted:

- Online: validate through Digital Signature Certificate or Aadhaar-based e-sign or by using any other e-sign facility recognized under Information Technology Act, 2000 or two factor authentication (2FA) in which one of the factors shall be a One-Time Password (OTP) sent to the registered mobile number and email address.
- Physical / offline: wet signature (signature of witness shall not be required). However, if thumb impression (instead of wet signature) is affixed, then the same shall be witnessed by two persons and details of such witnesses (name and address) shall be duly provided in this form.

**Note:**

- Investors can provide, changes or cancel nominations any number of times.
- The signature of all the joint holders shall be obtained for providing / changing nomination regardless of mode of operations.
- This nomination shall supersede any prior nomination made by the investor(s), if any.
- Investors can change nomination any number of times.
- Investor have the right to receive acknowledgement

Nomination form accepted and registered wide Registration No ----------Dated----------

SYSTEMATIX GROUP
Investments Redefined

SEBI Reg. No.

# Systematix Shares and Stocks (India) Limited (SSSIL)

Corporate & Registered Office :The Capital, A wing, No. 603-606, 6th floor, Plot No. C-70, G Block, andra Kurla Complex, Bandra (East), Mumbai - 400051 Tel.: (022) 6619 8000 / (022) 4035 8000
Fax No. 022-66198029 / 4035 8029 Website: https://www.systematixgroup.in/ CIN: U65993MH1995PLC268414

**Depository services: Depository participant with CDSL No. : IN-DP-480-2020(DPID-34600)**

| Date | | | | | | | | | DP ID | 1 | 2 | 0 | 3 | 4 | 6 | 0 | 0 | Client ID | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

## Annexure-B

## Declaration for Opting-out of Nomination

I hereby confirm that I do not wish to appoint any nominee(s) to my demat account / mutual fund folio at this point of time.

I understand that –

(i) the nomination helps to quickly identify the person for transfer of securities and helps in faster and smoother transmission of my securities to my legal heir(s) after my demise.

(ii) in the absence of a nomination, my legal heir(s) may require the submission of certain additional legal or court-issued documents which may delay the process of transmission of securities to my legal heir(s).

(iii) if no claim is made on the account / folio for a prolonged period after my demise, the holdings may be treated as unclaimed assets and they may be transferred to Investor Education and protection Fund Authority (IEPF) in accordance with the applicable regulatory framework.

I confirm that I have understood the above implications and that my decision to opt out of nomination is voluntary.

**Name and Signature of Holder**

| | Name(s) of holder(s) | Signature(s) of holder**** |
|---|---|---|
| Sole / First Holder (Mr./Ms.) | | |
| Second Holder (Mr./Ms.) | | |
| Third Holder (Mr./Ms.) | | |

** Signature of witness, along with name and address are required, if the account holder affixes thumb impression instead of signature.*

Mandatory

# Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories

**General Clause**

1. The Beneficial Owner and the Depository participant (DP) shall be bound by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, $**2018**, 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.
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, $**2018** 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.
13. The stock broker / stock broker and depository participant shall not directly / indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI.

**Statement of account**

14. 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.
15. 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.
16. 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.
17. 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**

18. 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.

19. Based on the instructions of the (BO), the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of 2 working days as per procedure specified from time to time by the depository incase of no outstanding dues and in case of outstanding dues, shall provide 30 days notice. In case of non-payment of dues, DP shall reject the account closure request and in case the dues are cleared by BO, respective account shall be closed by DP within 2 working days of clearing the dues. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the BO or the DP and shall continue to bind the parties to their satisfactory completion.

**Default in payment of charges**

20. 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.

21. 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**

22. 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**

23. 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.

24. 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.

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

**Redressal of Investor grievance**

26. 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**

27. 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**

28. 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.

29. 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.

30. 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.

31. 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

32. 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.

33. 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.

SYSTEMATIX GROUP
Investments Redefined

# SYSTEMATIX SHARES AND STOCKS (INDIA) LIMITED

Mandatory

Corporate & Registered Office :The Capital, A wing, No. 603-606, 6th floor, Plot no. C-70, G block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051 CIN: U65993MH1995PLC268414

The investor will have to choose one of the schemes to pay the charges to Systematix Shares and Stocks (India) Limited for the services offered in the Depository segment.

| Scheme | A | B | C | D | E | Remarks |
|---|---|---|---|---|---|---|
| **Charges** | **Smart Traders Scheme (With POA)** | **Smart Investors Scheme** | **HNI Investor Scheme** | **Special IPO Scheme** | **Life Time Zero Maintainance Scheme** | **Scheme A is with POA for Systematix** |
| Account Opening / Closing Charges | Nil | Nil | Nil | Nil | Nil | Stamp paper charges applicable |
| Annual Account Maintenance | Rs. 499/- p.a. | Rs. 199/- p.a. | Rs. 399/- p.a. | Rs. 99/- p.a. | Nil*** | Upfront Charges |
| Market Sale Charges | Nil | Rs. 15/- | Rs. 12/- | Rs. 25/- | Nil | Per Transaction |
| Dematerialisation | Rs. 2 per Certificate | Rs. 2 per Certificate | Rs. 2 per Certificate | Rs. 2 per Certificate | Rs. 2 per Certificate | Plus Postal Charges of Rs.25/- per DRF |
| Rematerialisation | Rs. 15 per Certificate | Rs. 15 per Certificate | Rs. 15 per Certificate | Rs. 15 per Certificate | Rs. 15 per Certificate | CDSL Charges as applicable would be levied |
| Pledge Creation/ Closure | 0.02% of the value (Minimum Rs. 25/- per Transaction) | 0.02% of the value (Minimum Rs. 25/- per Transaction) | 0.02% of the value (Minimum Rs. 25/- per Transaction) | 0.02% of the value (Minimum Rs. 25/- per Transaction) | 0.02% of the value (Minimum Rs. 25/- per Transaction) | ----- |
| Margin Pledge / Unpledged (with POA) | Rs. 10/- | Rs. 10/- | Rs. 10/- | Rs. 10/- | Rs. 10/- | |
| Margin Pledge / Unpledged (without POA) | Rs. 15/- | Rs. 15/- | Rs. 15/- | Rs. 15/- | Rs. 15/- | |
| Cuspa Pledge / Unpledge | Rs. 7.50/- | Rs. 7.50/- | Rs. 7.50/- | Rs. 7.50/- | Rs. 7.50/- | |
| Freeze or De-freeze | Rs. 25/- | Rs. 25/- | Rs. 25/- | Rs. 25/- | Rs. 25/- | Per Request |
| Off market and /or Inter DP transfer | Rs. 10/- | Rs. 15/- | Rs. 12/- | Rs. 25/- | Rs. 10/- | Per Transaction |
| Holding &Transaction Statements Charges | Nil | Nil | Nil | Nil | Nil | Every extra statement shall be charged at Rs. 20/-. |

BSDA facility ❑ I / We wish to avail ❑ I / We do not wish to avail

I/We have read and understood the regulatory (SEBI) guidelines for opening a Basic Services Demat Account and undertake to comply with the aforesaid guidelines from time to time. I/we also undertake to comply with the guidelines issued by any such authority for BSDA facility from time to time. I/We also agree that in case our demat account opened under BSDA facility does not meet the eligibility for BSDA facility as per guideline issued by SEBI or any such authority at any point of time, my / our BSDA account will be converted to regular demat account without further reference to me/us and will be levied charges as applicable to regular accounts as informed by the DP.

| Scheme | BSDA Scheme | Remarks |
|---|---|---|
| Account Opening/Closing Charges | NIL | Stamp paper charges applicable |
| Annual Account Maintenance | NO AMC if Holding Value Up to Rs. 4 lakhs If Holding Value exceed More than Rs. 4 lakhs but up to Rs. 10 lakhs than Rs. 100/- AMC will be applicable. If Holding Value exceed Rs. 10 lakhs than AMC will be applicable as per Non- BSDA (regular) Scheme | Upfront Charges |
| Market Sale Charges, Off market/Inter DP Transfer, Dematerialisation, Rematerialisation, Pledge Creation/ closure, Margin Pledge Creation/closure, CUSPA Pledge Creation/closure and Freeze or De-Freeze | Charges applicable as per Scheme "D" | Upfront Charges |
| Holding & Transaction statements Charges | Physical Rs.25 | Upfront Charges |

**Optional Insurance cover of RS. 1 Lakh-** ( )Option 1 (Rs. 130+ GST for client age 18 to 60 years) ( )Option 2 (Rs. 314+ GST for for client age 18 to 80 year) to avail the this facility you have to pay additionally alongwith the AMC.

**Notes:**

1 SSSIL reserves the right to change tariff by providing 30 days notice and this will be binding on all.
2 Expenses incurred on Communication Charges incurred on out-station call/faxes made on request of the Client will be charged on actual.
3 Clients must ensure that their name, Client –ID and Bill Number is written behind every cheque / demand draft deposited by them.
4 Any advance payment over and above the normal amount due can also be made. Any such higher amount paid, than the minimum amount payable at time of account opening shall be adjusted in the bills raised from time to time.
5 Extra Account Maintenance Charges for corporate A/c Rs. 500/-p.a.
6 I/We agree to pay charges as set out herein above subject to any change therein from time to time & specifically authorize you to debit all type of dues/charges as set out herein above to my /our Trading account no _____
7 For Bounce cheque, Rs. 250/- as penalty will be charged to client.
8 SMART registration (SMS Facility) is mandatory for BSDA accounts.
9 SSSIL may levy and Interest of 13% per annum for default in payment of dues.

***as a special scheme, Client should pay one time AMC of Rs. 2015/- + GST in advance.

| I/We accept the above scheme | A | B | C | D | E | BSDA |
|---|---|---|---|---|---|---|

11/17

SIGNATURE SIGNATURE SIGNATURE

(Signature of 1st Holder) (Signature of 2nd Holder) (Signature of 3rd Holder)

**ANNEXURE -**

NON-MANDATORY - FOR DP ACCOUNT

# Terms And Conditions-cum-Registration / Modification Form for receiving SMS Alerts from CDSL [SMS Alerts will be sent by CDSL to BOs for all debits]

**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 account holders who have provided their mobile numbers to the depository through their DP. The services may be discontinued for a specific period / indefinite period, with or without issuing any prior notice for the purpose of security reasons or system maintenance or for such other reasons as may be warranted. The depository may also discontinue the service at any time without giving prior notice for any reason whatsoever.
2. The service is currently available to the BOs who are residing in India.
3. The alerts will be provided to the BOs only if they remain within the range of the service provider's service area or within the range forming part of the roaming network of the service provider.
4. In case of joint accounts and non-individual accounts the service will be available, only to one mobile number i.e. to the mobile number as submitted at the time of registration / modification.
5. The BO is responsible for promptly intimating to the depository in the prescribed manner any change in mobile number, or loss of handset, on which the BO wants to receive the alerts from the depository. In case of change in mobile number not intimated to the depository, the SMS alerts will continue to be sent to the last registered mobile phone number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of SMS alerts sent on such mobile number.

**Receiving Alerts:**

1. The depository shall send the alerts to the mobile phone number provided by the BO while registering for the service or to any such number replaced and informed by the BO from time to time. Upon such registration / change, the depository shall make every effort to update the change in mobile number within a reasonable period of time. The depository shall not be responsible for any event of delay or loss of message in this regard.
2. The BO acknowledges that the alerts will be received only if the mobile phone is in 'ON' and in a mode to receive the SMS. If the mobile phone is in 'Off'' mode i.e. unable to receive the alerts then the BO may not get / get after delay any alerts sent during such period.
3. The BO also acknowledges that the readability, accuracy and timeliness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. The depository shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
4. The BO further acknowledges that the service provided to him is an additional facility provided for his convenience and is susceptible to error, omission and/ or inaccuracy. In case the BO observes any error in the information provided in the alert, the BO shall inform the depository and/ or the DP immediately in writing and the depository will make best possible efforts to rectify the error as early as possible. The BO shall not hold the depository liable for any loss, damages, etc. that may be incurred/ suffered by the BO on account of opting to avail SMS alerts facility.
5. The BO authorizes the depository to send any message such as promotional, greeting or any other message that the depository may consider appropriate, to the BO. The BO agrees to an ongoing confirmation for use of name, email address and mobile number for marketing offers between CDSL and any other entity.
6. The BO agrees to inform the depository and DP in writing of any unauthorized debit to his BO account/ unauthorized transfer of securities from his BO account, immediately, which may come to his knowledge on receiving SMS alerts. The BO may send an email to CDSL at complaints@cdslindia.com. The BO is advised not to inform the service provider about any such unauthorized debit to/transfer of securities from his BO account by sending a SMS back to the service provider as there is no reverse communication between the service provider and the depository.
7. The information sent as an alert on the mobile phone number shall be deemed to have been received by the BO and the depository shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert.
8. The depository will make best efforts to provide the service. The BO cannot hold the depository liable for non-availability of the service in any manner whatsoever.
9. If the BO finds that the information such as mobile number etc., has been changed 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 warranty the confidentiality or security of the SMS alerts transmitted through a service provider. Further, the depository makes no warranty or representation of any kind in relation to the system and the network or their function or their performance or for any loss or damage whenever and howsoever suffered or incurred by the BO or by any person resulting from or in connection with availing of SMS alerts facility. The Depository gives no warranty with respect to the quality of the service provided by the service provider. The Depository will not be liable for any unauthorized use or access to the information and/ or SMS alert sent on the mobile phone number of the BO or for fraudulent, duplicate or erroneous use/ misuse of such information by any third person.

**Liability and Indemnity:**

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

**Amendments:**

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

**Governing Law and Jurisdiction:**

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

I/We wish to avail the SMS Alerts facility provided by the depository on my/our mobile number provided in the registration form subject to the terms and conditions mentioned below. I/ We consent to CDSL providing to the service provider such information pertaining to account/transactions in my/ouraccount 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.

I/We provide the following information for the purpose of **REGISTRATION / MODIFICATION** (Please cancel out what is not applicable).

BOID | | | | | | | | | | | | | | | | |

(Please write your 8 digit DPID) (Please write your 8 digit Client ID)

Sole / First Holder's Name : _____

Second Holder's Name : _____

Third Holder's Name : _____

Mobile Number on which messages are to be sent | +91 | | | | | | | | | |

(Please write only the mobile number without prefixing country code or zero)

The mobile number is registered in the name of: _____

Email ID:_____

(Please write only ONE valid email ID on which communication; if any, is to be sent)

12 17 SIGNATURE _____ 12 17 SIGNATURE _____ 12 17 SIGNATURE _____

Signatures Sole / First Holder Second holder Third Holder

Place: _____ Date: _____

# RISK DISCLOSURE DOCUMENT COMMODITY DERIVATIVES SEGMENT

Mandatory

**as prescribed by SEBI and Commodity Exchanges annexure-2**

The Exchange does not expressly or impliedly, guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure documents nor has the Exchange endorsed or passed any merits of participating in the Commodity Derivatives market/trading. This brief statement does not disclose all of the risks and other significant aspects of trading. You should, therefore, study derivatives trading carefully before becoming involved in it. In the light of the risks involved, you should undertake transactions only if you understand the nature of the contractual relationship into which you are entering and the extent of your exposure to risk. You must know and appreciate that investment in commodity futures contracts/ derivatives or other instruments traded on the Commodity Exchange(s), which have varying elements 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 light of your financial condition. In case, you trade on the Exchange and suffer adverse consequences or loss, you shall be solely responsible for the same and the Exchange shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take the plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned member. The Client shall be solely responsible for the consequences and no contract can be rescinded on that account. You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a commodity derivative being traded on the Exchange. It must be clearly understood by you that your dealings on the Exchange through a member shall be subject to your fulfilling certain formalities set out by the member, which may, inter alia, include your filing the know your client form and are subject to Rules, Byelaws and Business Rules of the Exchange guidelines prescribed by SEBI from time to time and circulars as may be issued by the Exchange from time to time. The Exchange does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any member of the Exchange and/ or a third party based on any information contained in this document. Any information contained in this document must not be construed as business advice/investment advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

In considering whether to trade, you should be aware of or must get acquainted with the following

1. **BASIC RISKS INVOLVED IN THE TRADING OF COMMODITY FUTURES CONTRACTS AND OTHER COMMODITY DERIVATIVES INSTRUMENTS ON THE EXCHANGE**.

**i. Risk of Higher Volatility** Volatility refers to the dynamic changes in price that commodity derivative contracts undergo when trading activity continues on the Commodity Exchange. Generally, higher the volatility of a commodity derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded commodity derivatives contracts than in actively traded commodities/ contracts. As a result of volatility, your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in real losses.

**ii. Risk of Lower Liquidity** a. Liquidity refers to the ability of market participants to buy and/ or sell commodity derivative contract expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the number of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/ or sell commodity derivatives contracts swiftly and with minimal price difference and as a result, investors are more likely to pay or receive a competitive price for commodity derivative contracts purchased or sold. There may be a risk of lower liquidity in some commodity derivative contracts as compared to active commodity derivative contracts. As a resut, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all. b. Buying/ Selling without intention of giving and/ or taking delivery of certain commodities may also result into losses, because in such a situation, commodity derivative contracts may have to be squared-off at a low/ high prices, compared to the expected price levels, so as not to have any obligation to deliver/ receive such commodities.

**iii. Risk of Wider Spreads** a. Spread refers to the difference in best only be partially executed, or may be executed with relatively greater price difference or may not be executed at all. Buying/ Selling without intention of giving and/ or taking delivery of certain commodities may also result into lossesbuy price and best sell price. It represents the differential between the price of buying a commodity derivative and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid commodities/ commodity derivatives contracts. This in turn will hamper better price formation.

**iv. Risk-reducing orders** a. Most of the Exchanges have a facility for investors to place "limit orders", "stop loss orders" etc. Placing of such orders (e.g. "stop loss" orders or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders. b. A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that commodity derivatives contract. c. A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the client received price protection, there is a possibility that the order may not be executed at all. d. A stop loss order is generally placed "away" from the current price of a commodity derivatives contract, and such order gets activated if and when the contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy

stop orders are entered ordinarily above the current price. When the contract approaches pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a contract might penetrate the predetermined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

**v. Risk of News Announcements** a. Traders/Manufacturers make news announcements that may impact the price of the commodities and/or commodity derivatives contracts. These announcements may occur during trading and when combined with lower liquidity and higher volatility may suddenly cause an unexpected positive or negative movement in the price of the commodity/ commodity derivatives contract.

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

**vii. System Risk** a. High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution or confirmation. b. During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in execution of order and its confirmation. c. Under certain market conditions, it may be difficult or impossible to liquidate a position in the marketat a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a commodity due to any action on account of unusual trading activity or price hitting circuit filters or for any other reason.

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

**2. AS FAR AS FUTURES COMMODITY DERIVATIVES ARE CONCERNED, PLEASE NOTE AND GET YOURSELF ACQUAINTED WITH THE FOLLOWING ADDITIONAL FEATURES:-**

**2.1 Effect of "Leverage" or "Gearing":**

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

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

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

d. Under certain market conditions, an Investor may find it difficult or impossible to execute the transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

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

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

**3. TRADING THROUGH WIRELESS TECHNOLOGY OR ANY OTHER TECHNOLOGY:** Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology or any other technology should be brought to the notice of the client by the member.

**4. General**

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

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

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

iv. The term 'Constituent' shall mean and include a Client, a Customer or an Investor, who deals with a member for the purpose of trading in the commodity derivatives through the mechanism provided by the Exchange. the mechanism provided by the Exchange.

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

## RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS as prescribed by SEBI and Commodity Exchanges

Mandatory

1. The client shall invest/trade in those commodities / contracts / other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Business Rules/ Regulations of Exchanges/SEBI and circulars/notices issued there under from time to time.
2. The Member, Authorized Person and the client shall be bound by all the Rules, Byelaws and Business Rules of the Exchange and circulars/notices issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.
3. The client shall satisfy himself of the capacity of the Member to deal in commodities and/or deal in derivatives contracts and wishes to execute its orders through the Member and the client shall from time to time continue to satisfy itself of such capability of the Member before executing orders through the Member.
4. The Member shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.
5. The Member shall take steps to make the client aware of the precise nature of the Member's liability for business to be conducted, including any limitations, the liability and the capacity in which the Member acts.
6. Requirements of professional diligence

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

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

i. honest market practice;

ii. the principle of good faith;

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

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

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

*Commodity derivative contract

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

**CLIENT INFORMATION**

8. The client shall furnish all such details in full as are required by the Member in "Account Opening Form" with supporting details, made mandatory by commodity exchanges/SEBI from time to time.
9. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the Member shall be non-mandatory; therefore, subject to specific acceptance by the client.
10. The client shall immediately notify the Member in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the Member on a periodic basis.

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

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

b. A term is unfair if it –

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

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

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

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

ii. the extent of transparency of the term;

**contracts offered by commodity exchanges

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

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

d. A term is transparent if it –

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

ii. is legible and presented clearly; and

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

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

11.B.

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

i. a financial contract in which, relative to the Client, the Member has a substantially greater bargaining power in determining terms of the financial contract; and

ii. a standard form contract.

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

c. Even if some terms of a financial contract are negotiated in form,

the financial contract may be regarded as a non-negotiated contract if so indicated by –

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

ii. the substantial circumstances surrounding the financial contract

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

11. C.

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

i. defines the subject matter of the financial contract;

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

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

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

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

13. A. Protection of personal information and confidentiality

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

I. name and contact information;

ii. biometric information, in case of individuals

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

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

v. such other information as may be specified.

13. B.

a. A Member must –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Member must ensure fair disclosure of information that is likely to be required by a Client to make an informed transactional decision.

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

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

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

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

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

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

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

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

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

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

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

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

14. B.

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

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

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

iii. any other information that may be specified.

b. A continuing disclosure must be made –

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

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

**MARGINS**

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

16. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

**TRANSACTIONS AND SETTLEMENTS**

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

18. The Member shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant commodity exchange where the trade is executed.

19. The Member shall ensure that the money deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the Member for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, circulars, notices, guidelines of SEBI and/or Rules, Business Rules, Bye-laws, circulars and notices of Exchange.

20. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, Member shall be entitled to cancel the respective contract(s) with client(s).

21. The transactions executed on the Exchange are subject to Rules, Byelaws and Business Rules and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Business Rules of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Business Rules of the Exchanges and the circulars/notices issued thereunder.

**BROKERAGE**

22. The Client shall pay to the Member brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that Member renders to the Client. The Member shall not charge brokerage more than the maximum brokerage permissible as per the Rules, Business Rules and Bye-laws of the relevant commodity exchanges and/or Rules of SEBI.

**LIQUIDATION AND CLOSE OUT OF POSITION**

23. Without prejudice to the Member's other rights (including the right to refer a matter to arbitration), the client understands that the Member shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.

24. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the client has ordered to be bought or sold, Member may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors,

heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/commodities in favor of a Nominee shall be valid discharge by the Member against the legal heir.

**DISPUTE RESOLUTION**

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

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

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

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

a. A Member must have in place an effective mechanism to receive and redress complaints from its Clients in relation to financial products or financial services provided by it, or on its behalf, in a prompt and fair manner.

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

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

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

29. A. Suitability of advice for the Client

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

a. A Member must –

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

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

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

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

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

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

30. Dealing with conflict of interest

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

a. A member must –

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

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

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

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

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

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

**TERMINATION OF RELATIONSHIP**

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

32. The Member, Authorized Person and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.

33. In the event of demise/insolvency of the Authorized Person or the cancellation of his/its registration with the Board or/withdrawal of recognition of the Authorized Person by the commodity exchange and/or termination of the agreement with the Authorized Person by the Member, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the Member and all clauses in the 'Rights and Obligations'

document(s) governing the Member, Authorized Person and client shall continue to be in force as it is, unless the client intimates to the Member his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

**ADDITIONAL RIGHTS AND OBLIGATIONS**

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

35. The Member shall issue a contract note to his clientsfor trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The Member shall send contract notes to the investors within 24 hours of the execution of the trades in hard copy and/or in electronic form using digital signature.

36. The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye-Laws, Business Rules and Circulars, as the case may be, to the Client on receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.

37. The Member shall send a complete `Statement of Accounts' for both funds and commodities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.

38. The Member shall send margin statements to the clients on daily basis. Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee, warehouse receipts, securities etc.

39. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

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

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

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

b. "Unfair conduct" means an act or omission by a Member or its financial representative that significantly impairs, or is likely to significantly impair, the ability of a Client to make an informed transactional decision and includes –

i. misleading conduct under point 41.B

ii. abusive conduct under point 41.C

iii. such other conduct as may be specified.

41. B.

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

i. providing the Client with inaccurate information or information that the Member or financial representative does not believe to be true; or

ii. providing accurate information to the Client in a manner that is deceptive.

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

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

ii. the Client's need for a particular financial product or financial service or its suitability for the Client;

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

iv. the existence, exclusion or effect of any term in a financial contract, which is material term in the context of that financial contract;

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

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

41.C.

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

i. involves the use of coercion or undue influence; and

ii. causes or is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise.

b. In determining whether a conduct uses coercion or undue influence, the following must be considered –

i. the timing, location, nature or persistence of the conduct;

ii. the use of threatening or abusive language or behavior;

iii. the exploitation of any particular misfortune or circumstance of the Client, of which the Member is aware, to influence the Client's decision with regard to a financial product or financial service;

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

v. the right to terminate the financial contract;

vi. the right to switch to another financial product or another Member and

vii. a threat to take any action, depending on the circumstances in which the threat is made.

**ELECTRONIC CONTRACT NOTES (ECN)**

42. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id (created by the client) to the Member (Kindly refer Appendix A of Annexure 3). Member shall ensure that all the rules/Business Rule/Bye-Laws/ circulars issued from time to time in this regard are complied with. The client shall communicate to the Member any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.

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

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

45. The Member shall retain ECN and acknowledgment of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/ circulars /guidelines issued by SEBI / Commodity exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the Member for the specified period under the extant rules/circulars/guidelines issued by SEBI/Commodity exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The Member shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time periodunder the extant rules/circulars/guidelines issued by SEBI/Commodity exchanges.

46. The Member shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the Member shall send a physical contract note to the client within the stipulated time under the extant Regulations/ Rules, Bye-Laws, Business Rules and Circulars of SEBI/commodity exchanges and maintain the proof of dispatch and delivery of such physical contract notes.

47. In addition to the e-mail communication of the ECNs to the client, the Member shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

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

**LAW AND JURISDICTION**

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

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

51. The Member and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal, if either party is not satisfied with the arbitration award.

52. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations/Business Rules and circulars/notices issued thereunder of the Exchanges/SEBI.

53. All additional voluntary/non-mandatory clauses/document added by the Member should not be in contravention with Rules / Business Rules / Notices/ Circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.

54. If the rights and obligations of the parties hereto are altered by virtue of change in Rules of SEBI or Bye-laws, Rules and Business Rules of the relevant commodity exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

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

**INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY MEMBERS TO CLIENT**
**(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)**

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

# EQUITY

Mandatory

## GUIDANCE NOTE - DO's AND DON'Ts FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS

*{Issued by SEBI/Exchanges}*

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

### TRANSACTIONS AND SETTLEMENTS

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub- broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:

a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.

b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.

c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.

d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.

14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.
15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

### IN CASE OF TERMINATION OF TRADING MEMBERSHIP

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

**DISPUTES/ COMPLAINTS**

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

# DEMAT SERVICES

## MANAGING YOUR DEMAT ACCOUNT WITH CDSL SIMPLE DOs and DON'Ts

***{ Issued by CDSL}***

1. Verify your transaction statement carefully for all debits and credits in your account. In case of any unauthorized debit or credit, inform your DP or CDSL.
2. Intimate any change of address or change in bank account details to your DP immediately.
3. While accepting the Delivery Instruction Slip (DIS) book from your DP, ensure that your BO ID is pre-stamped on all the pages along with the serial numbers.
4. Keep your DIS book safely and do not sign or issue blank or incomplete DIS slips.
5. Strike out the empty space, if any, in the DIS, before submitting to DP.
6. For market transactions, submit the DIS ahead of the deadline time. DIS can be issued with a future execution date.
7. The demat account has a nomination facility and it is advisable to appoint a nominee to facilitate your heirs in obtaining the securities in your demat account, on completion of the necessary procedures.
8. To open and operate your demat account, copy of PAN card of all account holders is to be submitted to the DP along with original PAN card, for verification.
9. Register for CDSL's SMART (SMS Alerts Related to Transactions) facility. If any unauthorized debit is noticed, the BO should immediately inform CDSL and the Main DP, in writing. An email may be sent to CDSL at complaints@cdslindia.com.
10. Register for CDSL's Internet based facility "easi" to monitor your demat account yourself. Contact your DP or visit CDSL's website: www.cdslindia.com for details.
11. In order to receive all the credits coming to your demat account automatically, you can give a one-time, standing instruction to your DP.
12. Before granting Power of Attorney to anyone, to operate your demat account, carefully examine the scope and implications of powers being granted.

# COMMODITY

## GUIDANCE NOTE - DO's AND DON'Ts FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS

***{Issued by SEBI/Exchanges}***

Do's

1. Trade only through Registered Members of the Exchange. Check from the Exchange website at following link https://www.mcxindia.com/membership/notice-board/Member-AP_ & http://www.ncdex.com/Membership/MemDirectory.aspx - Details to see whether the Member is registered with the Exchange.
2. Insist on filling up a standard 'Know Your Client (KYC)' form before you commence trading
3. Insist on getting a Unique Client Code (UCC) and ensure all your trades are done under the said UCC.
4. Insist on reading and signing a standard 'Risk Disclosure Agreement'.
5. Obtain a copy of your KYC and/ or other documents executed by you with the Member, from the Member.
6. Cross check the genuineness of trades carried out at the Exchange through the trade verification facility available on the Exchange website at the following link https://www.mcxindia.com/en/login & http://www.ncdex.com/MarketData/VerifyTrade.aspx. .The trades can be verified online where trade information is available up to 5 working days from the trade date.
7. Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
8. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
9. Obtain receipt for collaterals deposited with the Member towards margins.
10. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-à-vis those of the Member.

11. Ask all relevant questions and clear your doubts with your Member before transacting.
12. Insist on receiving the bills for every settlement.
13. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
14. Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.
15. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
16. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
17. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
18. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.
19. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
20. Understand and comply with accounting standards for derivatives.
21. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses as agreed between you and the Member cannot be changed without your consent.
22. Get a clear idea about all brokerage, commissions, fees and other charges levied by the Member on you for trading and the relevant provisions/ guidelines specified by SEBI/Commodity exchanges.
23. Make the payments by account payee cheque in favour of the Member. Ensure that you have a documentary proof of your payment/deposit of commodities with the Member, stating date, commodity, quantity, towards which bank/ demat account such money or commodities (in the form of warehouse receipts) deposited and from which bank/ demat account.
24. The payout of funds or delivery of commodities (as the case may be) shall not be made to you within one working day from the receipt of payout from the Exchange, in case you have given specific authorization for maintaining running account to the member. Thus, in this regard, the running account authorization provided by you to the Member shall be subject to the following conditions:

a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
b) You need to bring any dispute arising from the statement of account to the notice of the Member in writing preferably within 7 (seven) working days from the date of receipt of funds/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Commodity exchanges without delay.
c) In case you have not opted for maintaining running account and pay-out is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the Member. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Commodity exchange.
d) Please register your mobile number and email id with the Member, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the commodity exchanges.

25. You should familiarize yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the commodity derivatives or the member becomes insolvent or bankrupt.
26. Please ensure that you have a documentary proof of having made the deposit of such money or property with the member, stating towards which account such money or property deposited.
27. In case your problem/grievance/issue is not being sorted out by concerned Member/Authorised Person then you may take up the matter with the concerned Commodity Exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

**Don'ts**

1. Do not deal with any unregistered intermediaries.
2. Do not undertake off-market transactions as such transactions are illegal and fall outside the jurisdiction of the Exchange.
3. Do not enter into assured returns arrangement with any Member
4. Do not get carried away by luring advertisements, rumours, hot tips, explicit/ implicit promise of returns, etc.
5. Do not make payments in cash/ take any cash towards margins and settlement to/ from the Member.
6. Do not start trading before reading and understanding the Risk Disclosure Agreement.
7. Do not neglect to set out in writing, orders for higher value given over phone.
8. Do not accept unsigned/duplicate contract note/confirmation memo.
9. Do not accept contract note/confirmation memo signed by any unauthorized person.
10. Don't share your internet trading account's password with anyone
11. Do not delay payment/deliveries of commodities to Member.
12. Do not forget to take note of risks involved in the investments.
13. Do not sign blank Delivery Instruction Slips (DIS) while furnishing commodities, deposits and/or keep them with Depository Participants (DP) or member to save time.
14. Do not pay brokerage in excess of that rates prescribed by the Exchange
15. Don't issue cheques in the name of Authorized Person.

Non-Mandatory

**Additional Terms and Conditions Governing Securities Trading and Broking Services of Systematix Shares and Stocks (India) Limited (SSSIL), to ensure smooth functioning of operations. The client and the stock broker, in addition to the Terms and Conditions entered into herein before agree to the Terms and Conditions herein below:**

**1. Definitions:**

1.1 "Exchange" shall mean and include the Bombay Stock Exchange Limited and / or the National Stock Exchange of India Limited as the context applies;

1.2. "SEBI" shall mean and include the Securities and Exchange Board of India.

1.3. “Derivatives" includes Futures & Options as well as Currency Futures.

**2. General terms and conditions governing the service:**

2.1. The Provisions of these terms and conditions and all transactions that are carried out by and for and on behalf of the Client, shall always be subject to the rules, bye-laws, regulations, guidelines and circulars issued by SEBI / Exchanges, their Clearing Houses, if any, on which such transactions are executed and / or cleared by the Stock Broker that may be in force from time to time, the Reserve Bank of India and the NSDL and CDSL, the Securities Contracts Regulations Act, 1956, and the rules made thereunder, and any other applicable statutory provisions and rules or regulations. The Stock Broker is under no obligation to inform the Client of changes in these rules, regulations or guidelines etc. In case where a client is Non Resident Indian, it shall be his duty and responsibility to take all necessary permissions from the respective foreign and Indian authorities, allowing him to trade in securities [cash and F&O] and currency derivatives. The client further warrants that he is allowed to trade in the Indian Securities and Currency Derivatives Markets through the Stock Broker and that it is his sole responsibility to confirm the same with all regulatory and other authorities.

2.2. Where the Client is a Non Resident Indian, he agrees to abide by the Foreign Exchange Management Act and rules and regulations or any other applicable laws issued there under from time to time.

2.3 The Client agrees that he will not act as a sub broker without prior written permission of the Stock Broker and without obtaining certificate of registration from SEBI, or any other authority as applicable from time to time.

2.4. All orders made by the Client shall only be in securities compulsorily traded in the dematerialized form. All deliveries of securities made by or to the Client shall only be in the dematerialized form.

2.5. The Client shall transmit his/its orders to the Stock Broker through the Internet over the Stock Broker's web site, or through telephone (wherever and whenever such facility is available and/or offered by the Stock Broker and as per predefined procedure of forwarding the order through a phone broking executive) or in such manner as the Stock Broker may permit.

2.6. The Stock Broker may, at its sole discretion, square-off any outstanding position(s) of the Client due to all or any of the following:

2.6.1 Shortage of margin.

2.6.2. any restrictions in relation to volume of trading/outstanding business or margins stipulated by the Exchange, clearing corporation/clearing house and/or the Stock Broker.

2.6.3. delay by the Client in meeting his obligations/ dues to the Stock Broker and / or the clearing corporation/clearing house.

2.6.4 Any extraordinary event warranting such square off.

2.6.5 However nothing stated in this clause shall cast an obligation on the Stock Broker to do so.

2.7. The Stock Broker may at its sole discretion or at the request of the client may square off any outstanding position(s) of the client in case of shortfall of margin or any restrictions in relation to volume of trading/outstanding business or margin stipulation by the exchange, clearing corporation/clearing house and/or the Stock Broker or any delay by the client in meeting his obligations/dues to the Stock Broker and/or the clearing corporation/clearing house. The Client further agrees that the decision taken by the Stock Broker in this regard shall be binding on him and is for the benefit of the client.

**3. Running Account**

3.1. To maintain a running account instead of Settlement to Settlement clearances of dues or delivery of securities to us and no interest shall be payable by Stock-Broker on the same.

3.2. With regard to my/our settlement wise pay-outs, please note that you may retain the credits of my/our account as margins for my/our outstanding purchases/sales positions.

3.3. As and when I require the money, I will be informing you of the same and on receipt of the instructions from me/us, you can release the amounts.

3.4. I also intend to keep my securities with you which are bought for me to consider as security against my exposure.

3.5 In case any of the securities are sold in subsequent settlement, you may take as standing instructions to adjust against my/our sale positions. Whenever I require the delivery, I will pick up or instruct you to transfer the same.

3.6. In case of debit balance in my/our account if it is not paid by me/us as per the settlement schedules you are authorised to sell at any point of time the securities purchased by me/us in previous settlement. If loss/profit occur on this transaction it will be treated as normal sale or purchase, and I am agreeing to pay the balance amount if any.

3.7. In case of debit/credit in one segment and credit/debit respectively in other segment, I authorize you to adjust all debit/credit and intimate me/us the net balance.

3.8. In case of debit / credit in BSE and credit / debit in NSE, I / we authorize you to adjust Exchange wise and intimate me/our the net balance.

3.9. I/We request you to do the actual settlement of funds and securities of my/our account at least once in a quarter/monthly.

3.10 I / We authorize you not to provide me/our order confirmation / modifications/cancelation slip and trade confirmation slip to avoid unnecessary paper work. I shall get the required details from contract note issued by you.

3.11. I/We hereby authorize you to debit the trading account maintained with SSSIL for the debit charges payable to SSSIL as Depository Participant for providing depository services. Any such sum debited to my/our account shall be binding on me/us.

3.12. I/We may revoke the authorization at any time by giving you written notice to your office. I also undertake to clear all my/our dues to the member before serving revocation of this authorization else, the member will recover all my/our dues in my/our, ledger till date and then effect revocation.

**4. Risk disclosure**

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

4.1. The Client shall deposit with the Stock Broker such monies, securities or that may be required to open and/or maintain his account with the Stock Broker.

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

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

4.4. The Client shall not exercise a long or short position where, acting alone or in concert with others, directly or indirectly, the Client would have exercised in excess of the number of permitted futures contracts as may be fixed from time to time by the Exchange.

4.5. The Client authorizes the Stock Broker, at the discretion of the Stock Broker, that should the Stock Broker deem it necessary for risk containment, to buy, sell or close out any part or all of the derivative contracts held in the Client's account with the Stock Broker, any or all such incidental expenses incurred by the Stock Broker shall be reimbursed by the Client.

5. Provisions applicable specifically to Web, Wired and Wireless telephone based trading services

Stock Broker may offer broking services through the Internet through its web site 'www.systematixshares.com' or such other web site as notified by the Stock Broker from time to time ("the Website"). Stock Broker may also offer wireless and wired telephone based dial and trade broking services to the Client. Electronic broking services or wireless and/or wired dial and trade services or any other services through electronic mode shall be collectively referred to as "E-Trading Services". The provisions of this Section all shall apply to the E-Trading Services in addition to the remaining provisions of these terms and conditions.

5.1. Before availing of the E-Trading services the Client shall complete registration process, if any, as may be prescribed by the Stock Broker from time to time.

5.2. The Client shall follow the instructions given in the Website for registering himself as a client. Such formalities will include selection of preferred user id, basic client information, etc.

5.3. The Client is aware that the Stock Broker's system randomly generates the initial password, encrypts and passes on the password to the Client. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords also are not known or available to the Stock Broker.

5.4. The services on the Website shall be available to the client subject to the terms and conditions mentioned thereof. The products specific terms and conditions shall be posted on the website from time to time. The use of any of the products by the clients shall mean that the client has accepted to the applicable products specific terms and conditions.

5.5. The Client shall be responsible for keeping the Client username, trading password & transaction password details confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Stock Broker's system using the Client's username, trading password transaction password whether or not such person was authorized to do so. The Client shall ensure that he is the only authorized user of username, trading password and transaction password. The Stock Broker shall be entitled to presume that any orders or instructions entered or communicated using the Client's username, trading password and transaction password is the Client's own order or instruction or that of the Client's duly authorized representative. The Client will be fully responsible and liable for, and will pay or reimburse to the Stock Broker on demand all costs, charges, damages and expenses incurred by the Stock Broker as a consequence of access and/or use of Client's account, Stock Broker's system or service by any third party using the Client's username, trading password and transaction password.

5.6. The Client shall remain logged off from the Website at any time the Client is not accessing or using the E-Trading service and any liability incurred to the Client as a consequence of the Client not logging off the service shall be borne solely by the Client.

5.7. The Stock Broker may from time to time, at its sole discretion, impose and vary limits on the orders that the Client can place through the Stock Broker's Website (including but not limited to exposure limits, turnover limits, limits as to the number, value and/or kind of securities/contracts in respect of which buy or sell orders can be placed etc.). The Client is aware and agrees that the Stock Broker may need to vary or reduce the limits or impose new limits urgently on the basis of the Stock Broker's risk perception and other factors considered relevant by the Stock Broker, and the Stock Broker may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that the Stock

Broker shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the Stock Broker's Website on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the Stock Broker may, as a risk containment measure, at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in all or some of the securities/contracts through the Stock Broker.

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

5.9. Neither the Stock Broker nor any other person, including but not limited to affiliate of the Stock Broker disseminating any data/message/information through the Web Site shall be held liable for any error, inaccuracy, omission in or delay in the transmission or delivery of any such data, information or message. Further conditions in his regard would be provided on the website of the Stock broker and the Client agrees to abide by the same.

**6. TERMS AND CONDITIONS GOVERNING OFFLINE TRADING FACILITY**

The following are the specific terms and condition relating to the OFFLINE trading facility (hereinafter referred as "Offline Trading") being offered to the Client by Member / SSSIL.

6.1. For the purpose of availing of Offline Trading, the client will be required to call on the specific numbers intimated or notified from time to time by Member / SSSIL for the said purpose by means of an email and/or by putting up such numbers on the Website or otherwise. Such numbers will be subject to change at Member / SSSIL's sole discretion, which shall be intimated / notified to the Client withinresponsible time of such change.

6.2. In the event the Offline Trading Executive is busy attending other client calls, the client will be placed on hold. However, that nothing prevents the Stock Broker from accepting instructions from the Client over phone without the usage of basic client information and such acceptance of instruction by Stock Broker shall be binding on the Client.

6.3. The Client hereby authorizes Member/SSSIL to use the client ID/Trading code made available by him/ her/it for the purpose of executing the orders placed by the Clients over the phone and agrees to hold Member/SSSIL harmless for such usage. All orders placed by Member/SSSIL on behalf of the Client using the Client's user id shall be deemed to have been placed by the Client himself.

6.4. The order placed by the Client with the Offline Trading executive for execution shall be orders for execution on the National Stock Exchange (NSE) & Bombay Stock Exchange (BSE) in the Cash, Future & Options and Currency Derivatives or such other stock exchange or and segments notified from time to time by member/SSSIL, for this purpose.

6.5. The Client shall place the order during market hours with the Offline Trading Executive for execution on the same trading day. All orders placed by the Client after market hours shall be entered for execution by Member/SSSIL on the next trading day of the National Stock Exchange (NSE) and Bombay Stock Exchange (BSE) or such other stock exchange from time to time by the Member/SSSIL, for the purpose. This is subject to the ember/SSSIL reserve the right to offer/withdraw the after market hours facility whenever it deems fit.

6.6. The Client must note that for security purpose, it is advisable that the Client himself should call and place the required orders over the phone in accordance with the terms hereof.

6.7. Without prejudice to the presents in the aforesaid clauses, the Client shall immediately upon being aware inform the stock Broker of any unauthorized user or suspicion of such unauthorized use of Client id with full details of such unauthorized use including the date of such unauthorized use, the manner in which it was unauthorizedly used, the transaction affected pursuant to such unauthorized use etc.

6.8. Neither Member/SSSIL nor the Offline Trading Executive shall accept any liability that may arise as consequences of incomplete/ incorrect data or information provided to the Offline Trading Executive over the phone and/or any error in the execution of an order due to such incomplete / incorrect data. Further neither Member/SSSIL nor the Offline Trading Executive shall be liable for any loss that may be incurred by the Client due to third party placing orders through Offline Trading after getting hold of the Client's Client id.

6.9. The Client also agrees that such recording and the members' records of any orders, instruction and communication given or made by the Client or the member by electronics mail, fax or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same.

6.10. The Client hereby agrees to abide by the Trading, Risk Management and Settlement Rules as defined by the Member which could be changed from time to time as defined by the rules, bye-laws of the Exchange.

6.11. The Client hereby agrees that the Member/SSSIL or the Exchange shall not be liable for the non execution of any order caused due to any suspension, interruption, non availability or malfunctioning of the online trading services, software application or hardware equipment or the Exchange system or service for any reason whatsoever.

6.12. The client understands, agrees and authorizes the member at their discretion and without further prior notice to the Client, to monitor and record any or all telephone conversation between the Client on the one hand and the Member and any of the Member's employees or agents on the other hand and to monitor the Client's electronic communication conducted with the Member so as to enable them to maintain an audit trail of all transactions executed by the Client.

6.13. The client understands and agrees that the Offline Trading executive can only receive orders from the client and that any communication other than Placing of order shall not be binding on the Member/SSSIL and shall be traded as no communication from the client.

**7. Margin**

The Client shall make available the prescribed initial margin in the form of cheque and/or in the form of approved securities ("the Margin") with the Stock Broker prior to

commencement of trading and/or before placing every trade/order instructions. The Client may be permitted to trade up to a predetermined number of times of the Margin ("the Multiple") and the quantum of the Multiple on the margin shall be decided at sole option or discretion of the Stock Broker based on the specific stock or scrip or contract the Client intends to trade in. The Stock Broker shall have the irrevocable right to set off a part or whole of the Margin i.e. by way of appropriation of the relevant amount of cash or by sale or transfer of all or some of the securities, which form part of the Margin against any dues of the Client. Any reference in these terms to sale or transfer of securities by the Stock Broker shall be deemed to include sale of securities, which form part of the Margin, maintained by the Client with the Stock Broker. In exercise of the Stock Broker's right under this document, the Client agrees that the choice of specific securities to be sold shall be solely at the Stock Broker's discretion. The Stock Broker shall have the sole and absolute discretion to refuse any particular form of margin offered by a Client. The Stock Broker shall be entitled in its sole discretion to revise the amount of and/ or modify or revise the type of margin it shall require/accept from the Client from time to time.

The Client agrees that the Stock Broker shall be entitled in its sole discretion to require the Client to deposit with the Stock Broker a higher margin than that prescribed by the Exchange or any other applicable law.

The Stock Broker shall also be entitled to require the Client to keep permanently with the Stock Broker margin of a value specified by the Stock Broker as long as the Client desires to avail of the Stock Broker's services herein. If any security offered as margin is found not to be of good delivery at any time after its deposit with the Stock Broker, the Stock Broker is entitled to reduce the amount of margins attributable to such security and the Client shall immediately replace the same, failing which the Stock Broker may revise the margin requirements of the Client and/ or square-off any outstanding position of the Client.

The Stock Broker is permitted in its sole and absolute discretion to collect additional margins (even though not imposed by the Exchange, the Clearing House or SEBI) and the Client shall be obliged to pay such margins and it shall be the duty of the client to enquire from the member the applicable margins before and after entering into any transaction.

7.1. Margin on Purchase: The Stock Broker may require the Client to deposit interest free margin of such percentages as may be intimated by the Stock Broker from time to time on the price of the securities proposed to be purchased.

7.2. Margin on Sales: The Stock Broker may require the Client to deposit interest free margin of such percentages or the relevant securities as may be intimated by the Stock Broker from time to time on the price of securities proposed to be sold.

7.3. Margins in Derivatives Contracts: In the derivative segment, the Client is liable to pay an initial margin up front on or before creating a position. Such margin shall be decided upon by the Stock Broker from time to time. Furthermore, the Client is liable to pay (or receive) daily margins depending on whether the price of the Derivatives contract moves for or against the position undertaken. The Client may also be liable to pay exposure margin, maintenance margin, withholding margin, special margins or such other margins as are considered necessary by the Stock Broker or the Exchange from time to time. The Client agrees to pay the option premium and daily Mark to Market losses in the form of cash only and not securities.

7.4. Mark to Market Margin in Derivative Contracts: The Client also agrees to pay an upfront margin at the beginning of taking up a position that should cover the daily margins for the said position. If at any time during the period the said position is open or held, the cumulative Mark to Market (MTM) margin falls short of the required margin in the Client's account, the Client agrees to heed to the Stock Broker's additional margin calls. As the upfront margin is purely for operational convenience, the Client will ensure that the margins with the member are adequate at all times and will immediately make good any shortfall that is noticed on the Client's open position/s on the Web Site or otherwise.

7.5. Payment through Cheque/Demand Draft: In case where the payment by the client towards the margin is made through a cheque issued in favour of the Stock Broker, any trade(s) would be executed by the Stock Broker only upon the realization of the funds of the said cheque or at the discretion of the Stock Broker. The Client agrees to mention his Client code along with his name on the reverse of any instrument through which he makes the payment to the Stock Broker. In case of payment by the client is made towards the margin requirement by demand draft / payorder, the proof of purchase of demand draft / payorder, to be enclosed

7.6. Margin in form of Securities The Client may place margin with the Stock Broker in form of securities as approved by the Stock Broker. Such securities may at the discretion of the Stock Broker be marked as lien/pledge in favour of the Stock Broker from the depository account of the Client or such securities may be placed in a separate depository account of the Stock Broker.

The Client may place/deposit only those securities that are acceptable to the Stock Broker. If at any time, a particular security ceases to be on the list of approved securities accepted towards margins, the Client shall provide such other margins as may be required in replacement of such security. The Client agrees and authorizes the Stock Broker to determine the market value of securities placed as Margin after applying a VAR Margin and Haircut Margin that the Stock Broker deems appropriate. The Client's positions are valued at the latest market price available ("Marked to Market") on a continuous and/or regular basis by the Stock Broker. The Client undertakes to monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of the margins, the Client agrees to replenish any shortfall in the value of the Margins immediately, whether or not the Stock Broker intimates such shortfall. In case of shortfall in margin due to reduction in value of securities placed as margin, the Stock Broker may square-off any outstanding position of the Client.

7.7. Type of Margin: The Stock Broker may at its sole discretion

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

7.8. Margin with the Exchange: The Client agrees that any securities placed by him/her/it as Margin may in turn be placed as margin by the Stock Broker with the Exchange/Clearing House/Clearing Corporation as the Stock Broker may deem fit. The Client authorizes the Stock Broker to do all such acts, deeds, and things as may be necessary and expedient for placing such securities with the Exchange/Clearing House/Clearing Corporation as margin.

7.9. Shortfall in margins and other provisions:

7.9.1. If payment/securities towards the Margin or shortfall in Margin is not received instantaneously to enable restoration of sufficient Margin in the Client's account, all or some of the positions of the Client as well as the securities of the Client in the possession or control of the Stock Broker may be liquidated by the Stock Broker at its sole discretion, without any reference or prior notice to the Client. The resultant or associated losses that may occur due to such squaring off or sale of such securities shall be borne by the Client and the Stock Broker is hereby fully indemnified and held harmless by the Client in this behalf. Such liquidation or close out of positions shall apply to any segment in which the Client does business with the Stock Broker.

7.9.2. The Client is responsible for all orders, including any orders that may be executed without the required Margin/Securities in the Client's account. If the Client's order is executed despite a shortfall in the available Margin/Securities, the Client shall whether or not the Stock Broker intimates such shortfall in Margin to the Client instantaneously make up the shortfall through delivery of Securities in the event of a sale, or credit the required funds in the bank account in case of margin/buy order as may be required by the Stock Broker.

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

7.10 Amendment in Margins: Any amendment in the percentage of margins as required to be maintained under the terms and conditions mentioned herein shall be intimated by the Stock Broker to the Client over the telephone or in writing or by e-mail or by posting the amended details on the Website. The Client is required to make or replenish the shortfall in such margins, if any, immediately.

7.11 In the event of shortfall in margin, the Stock Broker, without being under obligation to do so, may check the availability of additional limits in the Client's account in order to restore the margin level to the initial margin levels and in the event of no such additional limits being available in the Client's account, the Client's open positions may be squared off by the Stock Broker at its discretion.

7.12 The Client agrees that it shall be the Client's responsibility at all times to ensure that available margin is always above the minimum margin requirement specified by the Stock Broker for a particular position. The Client agrees and accepts that since the Stock Broker provides trading facility through the Internet, it may not be possible for it to inform the Client about any short fall in margin requirement, if any, individually.

7.13 In the event of any change in margin percentage by the Exchange, the Stock Broker may change the applicable margin percent immediately and shortfall in margin on Client's open position as a result of the same shall be dealt with in the same manner as specified for shortfall in margins specified hereinabove.

7.14 The client shall when called upon to do so forthwith or by himself from time to time provide a Margin Deposit and / or furnish additional Margin as required under Exchange Rules and Regulations in respect of the business done for the client by and / or as agreed upon by the client with the stock broker.

7.15. Purchase of securities:

7.15.1. For execution of any purchase transaction, the Client would be required to have sufficient buying power in his account with the Member, which shall be blocked at the time of processing purchase order. The said buying Power shall be determined by the Stock Broker.

7.15.2. In case of the shortfall on the account of variation in the price at the time of order entry and the trade execution, the same shall be debited and recovered from the Client before the securities are transferred to his DP account.

7.15.3. In case the Client wants to avail trading facility under Normal Trading Services, an exposure limit as may be specified by the Member from time to time as multiple of buying power available to the credit of the client from time to time shall be provided during the same trading day at the sole discretion of the Member. Buy and sell position may be carried out forward till closure of the business hours on T+1, before which the client will have to provide funds/securities, thereby taking or making the delivery or square off the positions. If the funds/securities are not made available before the stipulated time, the buy position shall be squared off. Any shortfall in securities will be handled as per the Exchange/Member norms. Gains or losses on account of square off/auction, auction charges, fees, penalties, etc. shall be to the account of the Client.

7.15.4. In case of purchase, the shares shall be delivered by the Member to the Client within 24 hours of receipts of the same from the Exchange concerned subject to good delivery from the exchange concerned and further, subject to the full payment being received from the client. However it shall be the duty of the client to demand delivery of shares from the Stock Broker.

7.16 Sale of Securities

7.16.1. This clause shall be applicable only for Cash Product.

7.16.2. In case a sell order is placed through the system, the securities proposed to be sold shall be blocked in the DP account/s of the Client and shall be transferred to the specified Pool/Beneficiary account of the Member at the end of the trading day.

7.16.3. Client will be allowed to associate/map not more than one DP accounts of the Client and shall execute a Power of Attorney in favour of the Member or DP to facilitate DP account operations. The delivery shall be accepted by only and exclusively from these DP accounts of the Client.

7.16.4. The Member may, at its discretion, withdraw short selling on securities.

7.16.5. All debits/ charges, including but not restricted to auction charges incurred by the Member due to short deliveries made by the Client shall be fully recovered by the Member from the Client.

7.16.6. If the Securities are not received on or before settlement date or securities are not in deliverable state or due to any other reason whatsoever, the Client is not able to deliver securities, notwithstanding the remedies and actions that the member may initiate the securities will be auctioned or close out as per the rules of the concerned Exchange. Consequently, Client will be responsible for any resulting losses and all associated costs including penalty levied by the exchange notwithstanding the fact that the Client has executed POA in favour of the Member/ SSSIL/ the depository Participant.

7.16.7. In case the Member is unable to recover any amount due from the client from the bank account of the client, then the client agrees to pay the balance amount due without demur, on a demand being made by the Member in that respect. The Client also hereby authorized the Member to debit his/ her d-mat account and shall securities of the Client to recover the amount due.

**8. SELL RECEIVABLE SHARES**

The following terms and conditions are laid down for the operational and administrative convenience and for providing the Client certain additional online product, services and facilities and as such are additional and non-mandatory. The Client is further informed that he/she/it may strike out any of these clauses, if he/she/it dose not wish to accept the same. "Sale Against Purchase" hereinafter refer to as "SAP", is a facility offered by SSSIL which allows the client to sell the securities which the client had purchased through SSSIL, before the same are credited to the Client's d-mat account.

8.1. SAP facility is offered to Resident Indian Clients of SSSIL. Notwithstanding the above, SSSIL reserves the right to refuse this facility to any client or group of Clients at its sole discretion and without assigning any reason. (ii) SSSIL shall decide upon the list of securities, which shall be eligible for this facility. This list would be subject to change at the sole discretion of SSSIL from time to time. SSSIL may also at its sole discretion decide to withdraw a particular security from the list without notice to the clients and with assigning any reasons whatsoever.

8.2. Under SAP facility the quantity of securities available for sale shall be only such percentage of the quantity of securities bought by the clients, as may be permitted by SSSIL from time to time. SSSIL may at its sole discretion vary the percentage, if it deems fit, without notice to the client and without assigning any reason whatsoever and the Client will at all time be required to abide by such decision. The client shall be permitted to sell the previously bought security under SAP within a maximum of 2 days from the date of Purchase.

8.3. The purchase and sale transaction of securities under the SAP facility will be on the same Exchange. i.e. securities purchase from NSE, will be allowed to be sold only on the NSE, and not on the BSE and vice-versa.

8.4. Securities purchased by the Client which are pending to be credited to the Clients d-mat account can be viewed by the Client after logging in for trading under the Unsettled Position Report. Client can place order to sell the eligible securities upto the permitted percentage under the SAP by checking on and using the square off button.

8.5. The Client can view the maximum number of shares, which can be sold under SAP facility under the column Allowed Sellable quantity. The brokerage rates will be the same as are applicable for delivery based trades.

8.6. Pursuant to the client availing of the facility the securities required for meeting the Pay-in obligation arising out of the SAP trades would be retained by SSSIL.

8.7. The client understands and agrees that there is market risk of receiving short deliveries from Exchange/Member in respect of the buy transaction. In case there is short delivery from Exchange/ Member, the SAP trade would result in shortage for which the resultant financial loss would be borne by the Client. All costs and consequences of any auction/closeout arising out of such SRS sell transaction shall be fully borne by Client and SSSIL would not be held responsible for any such short delivery received by the Client and the consequential impact thereof.

8.8. In order to recover any pending dues from the Client pursuant to the Client availing of the SAP facility, SSSIL may transfer any funds/Securities pertaining to the Client or may sell the Clients securities.8.9 The use of this facility is entirely voluntary and the facility has to be used in accordance with the applicable rules / regulations / guidelines specified by the Securities and Exchange Board of India and other competent authorities from time to time. SSSIL disclaims all liability for any loss caused to the Client out of the purchase or sale of securities through use of this facility.

8.10. This facility is offered by SSSIL in accordance with the rules / regulations / guidelines specified by the Securities and Exchange Board of India and other competent authorities from time to time pertaining to the secondary market for securities. SSSIL reserves the rights to change these terms and conditions at any time in accordance with the regulations specified.

**9. Trading, Settlement and Accounts:**

9.1. The Client agrees that all orders placed by him for securities whether through the Website, through offline facility verbally

or otherwise shall be within the parameters defined and mentioned in the terms and conditions specified by the Stock Broker.

9.2. Upon execution or cancellation of any order placed through the Stock Broker's system, the Client shall be given a confirmation, on the Website or electronic mail or SMS or any other means after the execution of the order/trade and this shall be deemed to be valid delivery thereof by the Stock Broker. It shall be the responsibility of the Client to review, immediately upon receipt, whether delivered to him on line, by postal mail or by courier or by electronic mail or SMS or any other electronic means, all confirmation of orders, transactions, or cancellations. It shall be the responsibility of the Client to follow up with the Stock Broker for all such confirmations that are not received by him within stipulated time.

9.3. Errors if any, found by the client in any report, statement, confirmation, bill or contract note of executed trades (including executions prices, scrips, or quantities) Stock Broker's notice in writing or by an electronic mail within 24 hours of receipt of such concerned report, statement, confirmation or contract note.

9.4. There may be a delay in the Stock Broker receiving reports of transaction(s)/status from the respective exchanges or other agencies in respect of or in connection with which the Stock Broker has entered into contracts or transactions on behalf of the Client(s). Accordingly the Stock Broker may forward to the Client late reports in respect of such transactions that were previously unreported to him as being expired, cancelled or executed. The Client shall not hold the Stock Broker responsible for any losses suffered by the Client on account of any late reports, statements or any errors in the report/statements computed by or received from the Exchange or any agencies.

9.5. The Client agrees that if, in any circumstance or for any reason, the market closes before the acceptance of the order by the Exchange, the order may be rejected. The Client agrees further, that the Stock Broker may reject orders if the same are rejected by the Exchange for any reason. In case of rejection of an order due to rejection by the Exchange, the Client agrees that the order shall remain declined and shall not be reprocessed, under any event.

9.6. The Stock Broker may, at its sole discretion, reject any order placed on the Website or in any other manner for any reason including, but not limited to, the non availability of funds in the trading account of the Client, non-availability of securities in the Demat account of the Client with a designated depository participant, insufficiency of margin amount if the Client opts for Infra day margin trading, suspension of scrip for trading activities by or on the Exchange, and the applicability of circuit breaker to a scrip in which orders are placed.

9.7. The Client agrees that where an order has been placed through the Website and such order is not accepted on the Website for any reason, the Stock Broker shall have the right to treat the order as having lapsed.

9.8. The Client is aware that the electronic trading systems either at the Exchange or in the Stock Broker's offices are vulnerable to disruptions, breakdowns or failures. In the event of non-execution of trade orders or trade cancellation due to the happening of such events or vulnerabilities due to failure/disruption/breakdown of system or link, the Client may not be able to execute the desired transactions. In such event the Stock Broker does not accept responsibility for the losses, costs, expenses or damages either direct or indirect that may be incurred by the Client due to such eventualities.

9.9. The systems used by the Stock Broker for providing E-Trading services or offline services are generally capable of assessing the risk of the Client as soon as the order comes in, however due to any reason whatsoever, if the order is processed without sufficient risk cover from the Client, the Client shall be bound by such trade and shall provide such sum as may be required to meet his liability under the trade.

9.10. Cancellation or modification of requests:

9. 10.1. Due to technical or other factors the confirmation may not be immediately transmitted to or received by the Client and such a delay shall not entitle the Client to presume that the order has not been executed, cancelled or modified unless and until the Stock Broker has confirmed the same in writing.

9.10.2. The Client agrees that any request for cancellation or modification of an order/bid/ application shall be subject to such order/bid/ application not having been acted upon or already having been executed or it being outside the control of the Stock Broker to undertake the cancellation or modification to such order/bid/ application.

9.11. The Stock Broker shall issue contract notes in terms of the SEBI (Stock Brokers and Sub-Brokers) Rules and Regulations, 1992 within 24 hours of the execution of the trade. Such contract notes may be sent by a digitally signed electronic mail and posted on the Website or if issued in physical form, shall be dispatched by the Stock Broker by courier/mail post or through any other medium of communication, at the address mentioned in the CRF or at any other address expressly informed to the Stock Broker by the Client. The Client consents and agrees to the Stock Broker issuing the contract note in digital form and receiving the same by means of electronic communication. The Client acknowledges and agrees 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. The email address of the Client for the purpose of receiving the contract notes shall be the address as available with the Stock Broker. Notwithstanding anything contained herein, the Stock Broker may send contract notes, bills or statements of account or trade confirmations by email or by courier/mail post at the address mentioned in the client registration form or at any other address expressly informed to the Stock Broker by the Client. The Stock Broker shall not be responsible for non-receipt of trade confirmations/ contract notes due to any change in the correspondence address of the Client and the same not intimated to the Stock Broker in writing. The Client is aware that it is his responsibility to review trade confirmations, contract notes, bills or statements of account immediately upon their receipt. All information contained therein shall be binding upon the Client, if the Client does not object to the Stock Broker in writing to any of the contents of such trade confirmation / intimation within 24 hours of issuance of the same by the Stock Broker.

9.12. Any communication if sent by the Stock Broker in electronic form shall be to the known e-mail address of the Client or through access to the web site of the Stock Broker described in these terms and conditions shall be binding on the Client.

9.13. In the event the Stock Broker is unable to recover any amount due from the Client, the Client agrees to pay the amount due without demur on demand being made by the Stock Broker in that regard. The Client also authorizes the Stock Broker to sell securities of the Client to recover dues owed by the Client to the Stock Broker.

**10 Trade Confirmation to client (Trade confirmation to be given by Exchanges)**

10.1The Client is informed that he/she/they shall update their mobile numbers / email IDs with SSSIL (i.e. Stock Broker ). This will facilitate them to receive information of their transactions ,all debits directly from the Exchange(s) on their mobile / email at the end of the day.

10.2 The client authorizes SSSIL to send Trade Confirmations / Margin calls at the mobile number of the client mentioned in the Client Registration Documents and /or modification request at a later date. The client shall provide valid mobile number to the SSSIL which shall be incorporated in the client registration documents. During the currency of the voluntary clauses such mobile number shall be functional. It shall be duty of the client to ensure that the mobile number provided in the client registration documents is correct and in operation and/ or in working condition at all the time. In case the client has provided and /or incorporated different mobile number in the KYC, SSSIL may send notice/communication on any of the mobile number, at its discretion. The notice /information /communication through SMS sent to the client shall be deemed to have been received by the client and SSSIL shall not be under any obligation to confirm the authenticity of the person (s) receiving the SMS. SSSIL shall not be liable for any inaccuracy, error or emission or interruption of the data contained in the SMS.

10.3 SSSIL at its discretion shall also send Trade Confirmations / Margin calls through SMS at the mobile number provided by the client. The SMS service may be discontinued for a specific period / indefinite period with or without any prior notice for any reason whatsoever.

10.4 SSSIL shall not be liable or responsible for any statement received from frauds or impostors or any consequences thereof.

10.5 The client authorizes Exchanges to send SMS & e-mail alerts to his Mobile No. and e-mail id registered with SSSIL.

**11. Conditions governing trading in securities other than on the floor of the stock exchange**

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

11.2. For change of address and personal details of the Client, the Client shall send a letter to the Stock Broker duly signed by all the co-holders.

11.3. The Member agrees that, it shall keep all Investment Products belonging to the clients in the separate accounts and shall transact in the same based on the direction of Client or his Power of Attorney holder or as authorized by this document or as required by rules, regulation or law of any authority regulating to Investment Product for the time being in force.

11.4. All Investment Products now or hereafter held, carried or maintained by the Member, in their possession or control, for any purpose, in or for the benefit of any of Clients account in which Client may have an interest, shall be subject to a lien in a favour of the Member, for the discharge of all the indebtness and Client's other obligations to the Member, and are held by the Member, as security for the payment of any liability or indebtness of Client's to the Member, in any of said accounts. Client authorizes the Member, that it shall have right to transfer the Investment Product and other property so held from or to any other of the Client's accounts at the Member, whenever, in the judgment of the Member, it is considered that such transfer is necessary for protection of the Member's interest. In enforcing the Member, lien, the Member shall right and discretion to determine which Investment Product and properties are to be sold and which contracts or positions are to be closed. In the event of a breach or default by Client under these Terms & Conditions, the member shall have all rights and remedies available to a secured creditor under all applicable law in addition to the rights and remedies provided herein.

11.5. The Member shall credit the proceeds of the sale/redemption etc. of any of the Investment Products only after the Member has received the same unless specifically agreed otherwise. The proceeds of all sales will be credited to the Client account directly on the designated date.

11.6. In case of other securities or financial products, the order for purchase, sale, offer under buy back etc. shall be accepted by the Stock Broker only if the same is received by the cut off date as indicated on the Website and consistent with the terms of the offer.

11.7. The Client can view his/her/its transactions on the Website of the member.

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

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

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

11.9.2. Accident, transportation, neglect, misuse, errors, frauds of the Client's or agents or any third party; or

11.9.3. Any fault in any attachments or associated equipment of the Client;

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

11.10. The client agrees that the stock broker may send any document that is obligatory to be sent to the client by means of an electronic communications. This electronic communication may be in the form of an e-mail attachment, a download / display available on the stock broker website. The stock broker would be deemed to have fulfilled its legal obligation to deliver the documents to the client, if it is sent by electronic mode.

**12. Banking / Depository relationship and Bank / Depository account(s):**

12.1. The Client agrees that the Stock Broker may, at any time, during the subsistence of any arrangement relating to the subject matter of these presents, require the Client to open one or more accounts with a designated bank and a designated depository participant. The Client agrees that the debit/credit for all the transactions may be effected in this/these accounts.

12.2. The Client agrees that to the extent permitted by the law for the time being in force, any instructions issued or given by the Stock Broker pursuant to the authority conferred upon the Stock Broker, if any, will be given first priority over any instructions or cheque given or issued by the Client and that funds or securities once blocked on the instructions of the Stock Broker in connection with a trade/ transaction entered into or to be entered into by the Client with or through the Stock Broker can be released only with the express written consent of the Stock Broker. The Client further agrees that if the Stock Broker has given any blocking, holding, debit or other instructions in respect of any funds or securities in connection with a trade / transaction entered into or to be entered into by the Client with or through the Stock Broker and the designated bank and / or the depository participant receives transfer, debit or other instructions in respect of such funds or securities from the Client or any other person, then such bank and / or the participant shall first give effect to the instructions issued by the Stock Broker on a first priority basis.

12.3. The Client agrees to ratify and confirm all acts, deeds, matters and things that the Stock Broker may do pursuant to such authority as if the same were done by the Client himself/itself.

12.4. The Client agrees that orders, instructions and other communication given or made over the telephone may be routed through the Stock Broker's interactive voice response or other telephone system and may be recorded by the Stock Broker. The Client also agrees that such recording and the Stock Broker's records of any orders, instructions and communication given or made by the Client or the Stock Broker by electronic mail, fax, or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same.

12.5. The Client agrees that the Stock Broker shall have the right at any time during the subsistence of this document, and hereby authorizes the Stock Broker, to give any instructions pursuant to transactions covered under this document and/or these terms and conditions with the designated bank. The client agrees that he shall have no cause of action in respect of any instruction that may be given to the bank in respect of the accounts maintained with such bank in pursuance of these presents and hereby agrees to ratify and confirm all that the Stock Broker or such bank may do pursuant to such authority.

12.6. The Client agrees that in the event, the designated bank terminates the agreement/its relationship with the Client in respect of the bank account maintained by the Client with the designated bank for any reason or informs the Stock Broker of any misdemeanor or transgression by the Client in the operation of the account or in any other circumstance resulting in the closure or inoperation of the said bank account with the designated bank, the Stock Broker may, at its discretion, suspend its services to the Client.

12.7. The Client confirms that the bank account linked/to be linked to the trading account is the valid bank account of the Client.

**13. Trading account and maintenance thereof:**

**The parties hereto agree as follows:**

13.1 Acknowledgment for account opening charges:

The Client understands, agree sand acknowledges that client may be levied account opening charges for opening of Trading Account. The entry reflected in the ledger account of the client would be sufficient

acknowledgment of the receipt of account opening charges. The client agrees and understands that no separate receipt will be issued in this regard.

13.2 Money pay in to Stock Broker: The Client agrees that all payments due to the Stock Broker will be made within the specified time and in the event of any delay, the Stock Broker may refuse, at its discretion, to carry out transactions on behalf of the Client. The Client agrees that alternatively, the Stock Broker may, at its sole discretion, square off such transactions or closeout the position and the costs/losses, if any, thereof shall be borne solely and completely by the Client. All payments made to the Stock Broker shall be from the account of the Client and shall not be from any third party.

13.2. Securities pay-in to Stock Broker: All delivery to be effected to the Stock Broker for a trade must be made within 24 hours from the execution of the sale order or 1 day prior to pay in date whichever is earlier, or at time of placing trade order at sole discretion of the Stock Broker. Losses, if any, that may accrue in the event of default in completing the delivery on the Exchange by the Stock Broker as a result of any delay in the delivery by the Client shall be borne solely and completely by the Client. Losses for the purposes of this clause shall include auction debits/penalty charges etc, if any incurred as a result of non-delivery of securities on the settlement date on the Exchange. No third party shares will be sold through the Stock Broker or third party payment shall be made to the Stock Broker. If the Client has sold any securities in anticipation of receipt of securities from the Exchange against purchase in previous settlements, such sale shall be at the sole risk as to costs and consequences thereof of the Client.

13.3. Securities pay out by Stock Broker: The Stock Broker may directly credit the demat account of the Client with the depository participant. Provided that if the order placed by the Client through the Website or otherwise is for securities which are in the no delivery period, such securities shall be credited to the demat account of the Client only at the time of settlement of trades, as per the schedule of the Exchange. However if any sum is due from the Client, the Stock Broker may withhold the credit of securities to the demat account of the Client. The Client authorizes the Stock Broker to withhold the securities to meet liabilities of Client to the Stock Broker under these terms and conditions. d. Stock Broker is entitled to consider any sum or money or security lying to the credit of the Client as margin received.

**14. Representations and Warranties:**

14.1. The Client hereby warrants that he is capable of executing this document and that the terms of these presents are not in contravention of any law in force or any rights of any party with whom such Client has any arrangements at any time prior to the execution of this document.

14.2. Though these terms and conditions have been divided into sections governing transactions in various segments / services, the same shall be binding on the parties in their entirety. Confirming these terms and conditions governing transactions in multiple segments/services shall not be a reason for disputing any transaction or account of Client with Stock Broker.

14.3. The Client states that he has opened/agrees to open a valid and subsisting demat account with the depository participant suggested by the Stock Broker. (If the Client wants to trade on Internet Trading Facility, then the Client must have opened a demat account in SSSIL DP.)

14.4. The Client agrees to provide and continue to provide all details about him/themselves as may be required by the Stock Broker including, but not limited to, PAN or Unique Identification Number (mandated by SEBI) and states that all details and facts represented to the Stock Broker are true.

14.5. The Client warrants that all or any securities deposited by him with the Stock Broker in respect of margin requirements or otherwise are owned by him and that the title thereof is clear and free of encumbrances.

14.6. The Client shall abide by the provisions of the Exchanges, SEBI and the terms and conditions stipulated by the member and in force from time to time. Any changes in the terms and conditions governing the provisions of E-Trading services would be intimated to the Client by electronic mail and/or posting of the same on the Website or in writing at sole discretion of the Stock Broker.

**15. Fees and Brokerage**

Commissions, Brokerage and charges: All commissions and charges leviable on transactions in securities pursuant to these terms and conditions shall be payable as mentioned below:

15.1. The Client agrees to pay the Stock Broker brokerage, commission, fees, transaction charges, service tax, stamp duty, SEBI turnover charges, securities transaction 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 for the services that he receives from the Stock Broker. The Stock Broker shall charge brokerage to the Client at a rate as mentioned on the Website or otherwise intimated and as may be mutually agreed and modified from time to time. The stock broker may specify different structure of charges for executing transaction instructions received from the client through different channels and the client agrees to abide by such structure of charges.

15.2. User Fees/Other Charges: The Client agrees that the Stock Broker or any of its affiliates may charge user fees for the use of any other services including but not restricted to E-Trading ancillary services, use of website platform and dial up services at rates mentioned on the Website or otherwise intimate and as modified from time to time. The Stock Broker or any of its affiliates may charge any other relevant charge in the manner intimated on the Website or in any other manner from time to time including but not limited to membership fees, subscription fees, renewal fees, Commissions, Service Tax, Turnover Charges, Tax Expenses incurred, Stamp duty etc. as applicable.

**16. Default**

The Client agrees that he shall be deemed to have defaulted these terms in circumstances including, but not restricted to the following:

16.1. Any delay in payment of dues, margins, charges or delivery of securities in respect of the transactions executed on behalf of the Client.

16.2. Any contravention of the terms contained in this document or on the Website.

16.3. Any misrepresentation or false statement or omission or misleading information supplied by the Client to the Stock Broker.

**17. Consequences upon default**

17.1. 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)

17.2. In the event of default under these terms and conditions by the Client, the Stock Broker shall be entitled to any or all of the following courses of action:

17.2.1. Termination of provision of services.

17.2.2. Other remedies as may be available in terms of the law in force at that point of time.

17.2.3. Arbitration in terms of Rights & Obligations of Stock Brokers, Sub-Brokers & Clients.

17.2.4. Charge of an amount that shall not exceed the actual losses incurred by the Stock Broker consequent to the default along with interest at market rates (2 % per month).

17.2.5. The Client agrees that without prejudice to any other remedy or right prescribed in these presents, the Stock Broker may charge delay penalty at 2% per month of such other rate as may be communicated from time to time for any delay in the payment of charges, margin or any other sum due to the Stock Broker as the case may be.

17.2.6. All the payments should be made by way of account payee cheque in favour of the Stock Broker. A Stock Broker is not entitled to receive cash from the clients. It will be client's responsibility for all losses including any loss caused to the Stock Broker by way of penalty or otherwise, for any amount deposited in cash.

**18. Lien / set off**

18.1. Notwithstanding anything contrary contained in these terms and conditions, the Stock Broker shall have unrestricted right of lien and set off as provided in these terms and conditions.

18.2. All funds of the Client in the account shall be subject to lien for the discharge of any or all payment due to the Stock Broker from the Client, under these terms and conditions or otherwise, or in respect of any other obligation that Client may have to the Stock Broker.

18.3. All securities with the stock broker shall be subject to lien for the discharge of any or all payments due to the Stock Broker, under these terms and conditions or otherwise and may be held by the Stock Broker and held as security against default by the Client in respect of the services already availed of by the Client.

18.4. The enforcement of the lien aforementioned shall be at the sole and complete discretion of the Stock Broker, and the Stock Broker alone may decide the securities to be sold, if any.

18.5. The Client authorizes the Stock Broker to block funds/ledger balance/securities against pending order or pledge securities in favour of the Stock Broker against any of his dues/margins.

18.5.1. The Client requests the stock broker, if required, to maintain the Client's account with it as a running account, as it may be operationally difficult for the Client to give and take payments and deliveries, settlement dues, mark to market profits/losses on a settlement to settlement / day to day basis.

18.5.2. The client authorizes the stock broker to pay on behalf of the client the amounts due from the client towards demat charges payable to SSSIL, Charges payable to SSSIL and to other service providers associated with and also recover / adjust the above payment from the clients A/c maintained with the stock broker.

**19. Indemnity**

19.1. The Stock Broker shall be indemnified by the Client in case of any action initiated against Stock Broker by any party not privy to this contract and it shall be the duty of the Client to bear out of their funds all costs, losses and expenses which Stock Broker may incur or become liable to pay by reason of any event in the course of the use of the said services of the Client.

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

19.3. The Client shall indemnify and keep indemnified the Stock Broker harmless from and against all claims, demands, actions, proceedings, losses, damages, liabilities, penalties, fines, levies, imposts, charges and/or expenses that are occasioned or may be occasioned to the Stock Broker directly or indirectly on account of a breach by the Client of its representations, warranties, covenants, undertakings and obligations herein.

19.5. The Client hereby agrees to indemnify the Stock Broker against any losses, costs, expenses etc that may be suffered by the Stock Broker or against any claim, demand, action, proceeding that may be initiated against the Stock Broker or its agents, or non compliance of any applicable rules and regulations or arising out of or in connection with breach of any of the Client obligations under these terms and conditions or any modification thereto.

**20. Miscellaneous and other terms and provisions**

20.1. Stock Broker may adopt any such processes or procedures to verify the genuineness of the Client and the documents submitted by the Client from time to time and Client agrees to comply with such processes and procedures. Such processes and procedures may involve appointment by Stock Broker of an outside agency submit to rules, regulations and Bye Laws of SEBI Stock Broker and the Client does not object to the same.

20.2. Severability: All stipulations contained in this document shall be so construed as not to infringe the provisions of any applicable Laws, Regulation, Rules, Circulars etc. but if any such stipulation does infringe any such provision of any applicable Laws, Regulation, Rules, Circulars etc. such stipulation shall be deemed to be void and severable. Both the Stock Broker and the Client undertake to replace invalid stipulations or fill any gap with valid stipulations, which most closely approximate the intent and economic effect of the invalid stipulations or, in the case of a gap, this document's presumable intentions

20.3 The client is requested to update details (Contact details, Financial details, Beneficial Owner etc.) periodically. Also the client is required to provide such details as per PMLA Act, Rules, guidelines issued thereupon as and when sought by SSSIL failing which necessary actions as deemed fit as per regulations will be initiated.

20.4 The heading of each provision hereof is for descriptive purposes only, and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

20.4. The Client shall at all times continue to be responsible for any transactions ordered on his accounts prior to the cancellation of the services. If the service is withdrawn for a reason other than the breach of the terms and conditions by the Client, the liability of the Stock Broker shall be restricted to the return of the pro rata annual charges, if any, recovered from the Client for the period in question. The closure of the accounts of the Client shall automatically terminate the web based brokerage service facilitated by the Website and the Stock Broker may suspend or terminate E-trading services without

prior notice if the Client has breached these terms and conditions or it learns of the death, bankruptcy or legal incapacity of the Client.

20.5. No forbearance, relaxation, failure or delay by the Stock Broker in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies available to the Stock Broker herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

20.6. The Client agrees that he shall be responsible for taking any action for any corporate action or any other announcements with respect to the securities in the client beneficiary account of the Stock Broker, held by the Stock Broker on behalf of the Client. The Client agrees that he shall intimate the Stock Broker in writing and shall furnish the Stock Broker with all the necessary requirements to enable the Stock Broker to take any action on behalf of the Client.

20.7. Investment or other advice

20.7.1. The Client agrees that none of the services available on the Website or through any literature or brochure issued by the Stock Broker shall amount to investment advice on the part of the Stock Broker.

20.7.2. The Client may access or be able to access investment research reports or opinions through the Internet or the Website including but not limited to computerized online services or other media. The availability of such information does not constitute a recommendation to buy or sell or hold or transact in any of the investment products or securities available or made available with or by the Stock Broker. Any and all investment decisions will be based on the Client's own evaluation of financial circumstances and investment objectives and Client's assessment of capital to be put to risk. Any real time quotes provided are only for Client's individual use and Client shall not furnish such data to others.

20.7.3 The Client agrees that each participating exchange or association or agency or individual or person that supplies any data displayed on the Website asserts a proprietary interest in such data. Neither the Stock Broker nor any participating exchange or association or agency or individual or person or any supplier of market or market based data guarantee the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages made available on the Website and the same are available on an "as is" basis without warranties of any kind, either express or implied including without limitation those of merchantability and/or fitness for a particular purpose.

20.8 Modifications

20.8.1. Any modification to these terms and conditions shall be intimated to the Client, by a suitable modification to the terms and conditions or other applicable section on the Website or in any other manner.

20.8.2. The Client agrees that a modification to the information in 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.

20.9. No Waiver: The failure on the part of the Stock Broker from taking any action against the Client for any breach or breaches of these terms and conditions shall not constitute a waiver by the Stock Broker of any subsequent or continuing breach thereof by the Client.

20.10. Force Majeure: The Stock Broker shall not be responsible for delay or default in the performance of its obligations due to contingencies beyond its control including but not limited to losses, delays or defaults caused directly or indirectly by Exchange or market rulings, suspension of trading, fire, flood, civil commotion, earthquake, war, tempest, arson, riot, act of state, act of terror, strikes, failure of the systems, failure of internet links, or government/regulatory action.

20.11. The singular shall include the plural where the context so admits and vice versa.

20.12. The masculine shall include the feminine and the neutral and vice versa.

20.13.The Client agrees to abide by operational procedures laid down by the Stock Broker regarding banking transactions, demat transactions, billings etc. and any changes made therein to these procedures from time to time and mentioned on the Website.

20.14. The Stock Broker may send bill or any other information to the Client through mail post/courier/ electronic form or through any other medium of communication.

20.15. Jurisdiction

20.15.1. Indian Jurisdiction: The Stock Broker and the Client declare and agree that the transactions executed on the Exchange are subject to the Rules, Bye-Laws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Bye Laws and regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Bye Laws and Regulations of the Exchange and the circulars issued thereunder. The Stock Broker hereby agrees that it shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered in to between the Stock Broker and the Client and that it shall be liable to implement the arbitration awards made in such proceedings.

20.15.2. Foreign Jurisdiction: This service does not constitute an offer to sell or a solicitation of an offer to buy any shares, securities or other instruments to any person in any jurisdiction where it is unlawful to make such an offer or solicitation. This service is not intended to be any form of an investment advertisement, investment advice or investment information and has not been registered under any securities law of any foreign jurisdiction where it may be lawful to offer such a service. Further no information on the website is to be construed as a representation with respect to shares, securities or other investments regarding the legality of an investment therein under the respective applicable investment or similar laws or regulations of any person or entity accessing the website.

20.16.The Stock Broker discloses herewith that it undertakes proprietary trading from time to time.

20.17. Without limiting the generality of the foregoing, the Stock Broker specifically disclaims any guarantee or warranty that

(a) the E-Trading Services will be secure, uninterrupted or error free (b) that there are no viruses or harmful content on or in the Website or the E-Trading Services, or (c) that the content on the Web Site are correct, accurate, reliable, timely, legal and of any specific quality.

20.18. The client authorizes the Stock Broker to share the Client related information with its affiliates, and with service providers rendering service to the Client. The Client agrees that under no circumstances, including negligence, shall the Stock Broker or anyone involved in creating, producing, delivering or managing the E-Trading Services be liable for any direct, indirect, incidental, special, general, remote or consequential damages arising out of the use or inability to use or the availability or non-availability of the said services including, but not limited to loss or damage in relation to, (a) loss of profits, trading losses, loss of opportunity or damages that result from interruption, delay or loss of the use of the service (b) any claim, loss or damage attributable to errors, o missions or other inaccuracies in the content or data on the Web Site, (c) any unauthorized use, access or alteration or discontinuance of the said services, or (d ) any other matter relating to the said services. Certain securities may grant the holder thereof valuable rights, that may expire unless the holder takes action. The Client shall be responsible for knowing the rights and terms of all securities acquired by the Client and the Stock Broker shall not be obliged to notify the Client of any upcoming expiration or redemption dates, or take any other action on the Client's behalf, except as required by law and applicable Exchange provisions. The Client shall also be responsible for knowing about reorganizations related to securities which the Client holds including, but not limited to stock splits. If due to a reorganization or book-keeping or data entry error, the Client sells more security than what is actually owned by the Client, then the Stock Broker shall not be responsible for any losses that the Client may incur by reason thereof. The Client agrees that the Stock Broker, its directors, employees, partners, agents, affiliates and business associates shall not be liable or responsible for any loss or liability caused or incurred directly or indirectly due to any act or omission of the Client or any loss of opportunity, actual or perceived, caused directly or indirectly by government restrictions, action taken in good faith, change in law, act of God, Exchange or market rulings or regulation, suspension of trading, war, earthquakes, fire, flood, accident, strikes, power failure, communication line failure, system or telephone failure, security failure on the internet, equipment, computer, communication, telephone, system or software failure, malfunction, hacking, unauthorized access, theft, strikes, or any problem, technological or otherwise, that might prevent the Client from entering, or the Stock Broker from executing an order, or any other conditions beyond the Stock Broker's control. The Stock Broker shall not be liable for any error or delay in, or omission from, any data, information, or message on the Web Site, the E-Trading Service and/ or the broking / trading services generally, or the delayed interrupted or improper transmission or delivery of any data, information, or message, or any loss or damage arising from or occasioned by the above. Further, the Stock Broker shall not be liable for any failure to execute an invalid, incomplete or incorrect Client order. The Client understands and agrees that the services offered by the Stock Broker herein are being provided by the Stock Broker with the assistance and technology of some third parties. The Stock Broker disclaims liability and responsibility, and the Client agrees and accepts that the Stock Broker shall not be liable or responsible, for and in relation to any and all loss or damage (real or notional) incurred or suffered by the Client or anyone else as a result of any action, advice, failure or default attributable to such third party.

18.19. Notice Any notice, information or other communication to be given by the Client to the Stock Broker in connection with these terms and conditions shall be in writing and shall be deemed duly served if delivered personally or by prepaid registered post to the address being Systematix Shares and Stocks (India) Limited The Capital, A wing, No. 603-606, 6th floor, plot no. C-70, G block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051 Any notice, to be given by the Stock Broker to the Client in connection with these terms and conditions shall be in writing and shall be deemed duly served if sent, by courier or prepaid registered post to the address, or the e-mail address available with the Stock Broker. Notwithstanding anything stated above, communication relating to order, margins / collateral, maintenance calls and other similar matters by the Stock Broker to the Client may at the option of the Stock Broker, be communicated to the clients or its representative orally and/or by facsimile/mail/posting on the website by the Stock Broker and the client agrees that he/it shall be the information to be communicated.

18.20. The Client may terminate this letter of confirmation / document at any time by giving a notice of 60 days to Systematix Shares and Stocks (India) Limited. In Such an eventuality, Systematix Shares and Stocks (India) Limited may terminate the internet trading facility offered to the client.

I/we have read and understood and accept the above.

13 17 SIGNATURE

Client Signature

Date D D M M Y Y Y Y

## ADDITIONAL TERMS AND CONDITIONS GOVERNING TRADING AND BROKING SERVICES OF SYSTEMATIX SHARES AND STOCKS (INDIA) LIMITED (SSSIL) TO ENSURE SMOOTH FUNCTIONING OF OPERATIONS. THE CLIENT AND THE MEMBER, IN ADDITION TO THE TERMS AND CONDITIONS ENTERED INTO HEREIN BEFORE AGREE TO THE TERMS AND CONDITIONS HEREIN BELOW: (COMMODITY)

I/We ("the Client') hereby state and acknowledge that I/we have read and understood the terms and conditions governing commodities trading and broking services of Systematix Shares and Stocks (India) Limited (the Member "), the same appearing hereunder and I/we shall abide by the same.

**1. STATUTORY RULES AND REGULATIONS**

The provisions of this CRF shall always be subject to the Government notifications. the rules, regulations, bye-laws and business rules and guidelines, circulars issued by the Exchange that may be in force from time to time and any other applicable statutory provisions and or rules or regulations. The member is under no obligation to inform the Client of changes in the rules, regulations, bye-laws, business rules, circular and guidelines.

**2. Participation**

The Client shall ensure that he/she/it is eligible to enter into this CRF. The Client having agreed to enter into this CRF shall be deemed to have satisfied himself/itself with regard to eligibility in this respect. During the currency of the CRF, it shall be the duty of the Client to inform the Member immediately of the change in constitution. identity by change of name, residential status, change in address, telephone number. mobile number and Email address or any other information as provided by the Client at the time of entering into this CRF.

**3. Acting as a Authorised Person**

The Client agrees that he will no act as a sub-broker or authorised person or carry out trading on behalf of any other person without prior written permission of the Member and without obtaining the necessary registration/approval from the Exchange or such authority as statutorily required.

**4. AUTHORISED PERSON**

**4.a**. The trading and other instructions for facilitating and carrying out business issued telephonically or through any other means either express or implied by an authorized representative of the Client shall be binding on the Client.

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

**4.c.** The Client shall be bound by all transactions undertaken by the Member pursuant to the instructions of the above said persons.

**4.d.** The Client is aware that the authentication technologies and strict security measures are required for the internet trading through order routed system and undertakes to ensure that the security code(s) of the Client and or his/her /its authorized representatives remains confidential.

**5 TRANSACTION ORDER SYSTEMS**

The Client shall transmit the dealing orders to the Member through internet over the Member's website or through telephone (as per the predefined procedure of forwarding the order through a phone broking executive) or in such other manner as the Member may permit.

The Client is requested to check up the personal and bank related details provided by him to the Member. The Member shall not accept any liability. which may arise as a consequence of the erroneous information provided by the Client.

The Client may view the transaction on the website as and when the Internet trading facility is offered by the Member. The physical copy of the transaction in such a case shall be sent only on the request made by the Client.

**5:1 Execution of Order, Confirmation**

**5.1.a.** The Client understands that placing an order with the Member, including a market order, does not guarantee execution of the order. The Member has the absolute right to reject any order that may be made by the Client for any reason whatsoever including for the breach of the requirement of maintaining the prescribed Margin in the account of Client.

**5.1.b** The Client is required to ascertain the status of his/her/its order (including any rejection of the same) which would be posted only on the relevant sections of the web site, and no separate confirmation of the execution/ rejection of the order would be sent to the Client either physically or electronically. Further, the Exchanges may cancel the trade suomoto without giving any reason therefore. The Member shall be entitled to cancel relative contracts with the Client. The Member shall not be liable for any losses, damage or claims on account of such rejection or cancellation of any trade for any reason whatsoever. Further, the Member may, at its sole discretion, subject any order made by the Client to manual review and entry which may cause delays in the execution of the Client's orders.

**5.1.c** The Client is required to ascertain all ledger balances of securities in his/her/its account which would be posted only on the relevant sections of the web site and no separate intimation of the ledger balances of the Client in his/her/its account would be sent to the Client either physically or electronically.

**5:2 Transactions through Internet**

Where the Member has permitted the Client to deal in contracts admitted for dealing on the Exchange by availing the Internet trading facility, the Client shall execute a power of attorney in favour of the Member for facilitating the depository transactions on behalf of the Client in respect of the transactions executed by the Client.

**5:3 Offline Broking Service**

**5.3.a.** The Client is aware that the Member offers offline broking services to Clients desirous of investing /trading in those contracts admitted for dealing on the Exchange, through offline broking executives over pre-designated telephone numbers. The Client can place dealing orders through telephone by confirming his Client id allotted by the Member at the time of account opening and his personal details as informed by the Client to the Member. The Client shall ensure proper safeguard of the client id allotted to him and keep his personal details confidential. The Client shall immediately notify the Member in writing, delivered via e-mail and Registered AD, if the Client becomes aware of any loss, theft or unauthorised use of the Client's account / client id; or any failure by the Client to receive an accurate written confirmation of an execution including the contract note for the same; or any receipt by the Client of confirmation of an order and/or execution which the Client did not place; or any inaccurate information in the Client's account balances, commodities positions, or transaction history. In the case where the Client notifies such loss, theft or unauthorised use of the Client's client id to the Member, the Member shall suspend the use of the account of the Client. However. the Client shall be responsible and liable for all transactions that are carried out by the use of the Client id and personal details. When any of the above circumstances occur, neither the Member nor any of its officers, directors, employees, agents, affiliates or subsidiaries will have any responsibility or liability to the Client or to any other person whose claim may arise through the Client with respect to any of the circumstances described above.

**5.3.b.** In case of offline broking, the Client shall ensure the availability of funds/commodities in his /her/its account intimated to the Member, required for meeting his/ her/its pay in obligations, at the time of placing the order through offline broking executive. The Member shall not be responsible for any claim, loss damage arising out of non availability / shortage of funds; commodities in the Client's account for meeting the pay in obligation.

**5.3.c.** The Client understands that placing an order with the Member, including a market order. does not guarantee execution of the order. The Member has the absolute right to reject any order that may be made by the Client for any reason whatsoever including for the breach of the requirement of maintaining the prescribed Margin in the Client account.

**5.3.d.** All orders duly received by the Member through the System or otherwise through any other mode as permitted by the Member may be executed in good faith and shall be valid as against the Client until separately cancelled in accordance with the provisions of this CRF or automatically cancelled by the Exchange.

**5.3.e.** The Client understands and agrees that with respect to a market order or any other order, the Client will receive the price at which the Client's order is actually executed by the Exchange's systems; and such price may be different from the price at which the Commodity is trading when the Client's order is entered into the System or duly received by the Member through a Channel. The Client shall not hold the Member liable for any loss suffered by the Client due to any price difference.

**5.3.f** The Client undertakes that the placing an order with the Member, including a market order, does not guarantee execution of the order. The Member has the absolute right to reject an order that may be made by the Client for any of the reasons stated herein below:

**5.3.f.i.**. breach of the requirement of maintaining the prescribed Margin in the Client's account or the bank account.

**5.3.f.ii** based on the Member's risk perception of such order, or instruction;

**5.3.f.iii** If the Member believes that to accept or execute such an order or instruction will or may contravene a law or regulation.

Though orders will generally be routed to the Exchange's systems within a few seconds from the time the order is placed by the Client on the System. the Member shall not be liable for any delay in the execution of any order for any reason whatsoever or for any resultant loss on account of the delay.

**ARRANGEMENTS WITH RELATIONSHIP BANKS :**

The Member has relationship with one or more banks (the "Relationship Banks"). The web site of the Member has a payment window through a link to the web site of the Relationship Bank which provides the facility. In such a case, the Client would make the payment for contracts intended to be purchased by him/her/ it by crediting the intended purchase amount (along with the indicated brokerage amount) directly to the account of the Member with the Relationship Bank by means of a fund transfer. The Member expressly excludes liability for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings which may arise in respect of (I) the payment gateway services offered by such Banks (ii) the Payment Mechanism:

**SECURITY CODE(S), SECURITY PRECAUTIONS AND INFRASTRUCTURE :**

**6.1 Use of Client-ID and Password**

The Client confirms and agrees that it will be the sole authorised user of the Username Password/s, or other identification or security code (by whatever name called) to be given to it by the Member to access Member's system. or service through Member's website, over the telephone or in such other manner as may be permitted by the Member for availing of the service. The Client accepts sole responsibility for use, confidentiality and protection of the Username, Password/s, or other security code(s) as issued by the Member to the Client from time to time (hereinafter referred to as "Security codes) as well as for all orders and information changes entered into the Client's account using such security codes. The Client shall ensure that such security code(s) is/are not revealed to any third party or recorded in any written or electronic form. If the Client forgets the security code(s), a request for change of such Security code(s) should be sent to the Member in writing. On receipt of such a request, the Member shall discontinue the use of the old security code(s) and shall generate a new Security code(s) for the Client which shall be communicated to the Client. However, the Client shall be responsible and liable for all transactions that are carried out by the use of the old Security code(s). Neither the Member nor any of its officers, directors, employees, agents, affiliates or subsidiaries will have any responsibility or liability to the Client or to any other person whose claim may arise through

the Client with respect to any of the circumstances described above.

**6.2 Recording of Password**

The Client shall memorise the Security code(s) and not record it in written or electronic form. In the event that the Client does record the Security code(s) in written or electronic form, he/she/it shall do so at his/her/its sole risk and responsibility.

**6.3 Responsibility for Use of Security Code(s)**

Any order entered using the Client's security code(s) either through the web site or through telephone or otherwise is deemed to be that of the Client. If third parties gain access to the Member's services through the use of the Client's security code(s), the Client will be deemed to be responsible for the same and hereby indemnifies and holds harmless the Member against any liability, costs or damages ansing out of claims or suits by or against such third parties based upon or relating to such access and use. since the primary responsibility for such transaction shall be that of the Client. The use and storage of any information including, without limitation, the Password. Portfolio information, transaction activity, account balances and any other information or orders on the Client's personal computer is at the Client's own risk and is the Client's sole responsibility.

**6.4 Communications Equipment of the Client**

The Client is responsible for installing and maintaining the communications equipment (including personal computers and modems) and telephone or alternative services required at the Client's end and connectivity required for accessing and using the web site or related services. All communication costs, service charges, levies and fees incurred by the Client in accessing the web site or related services will be borne by the Client.

**6.5 Client's Infrastructure**

For the purposes of these terms, it is presumed that the Client has all the necessary and compatible infrastructure ready at its end for the purpose of accessing the web site of the Member or contacting the offline broking executive of the member prior to accessing the services provided pursuant to these Terms. The Member will not (and shall not be under any obligation to) assist the Client in installing the required infrastructure or obtaining the necessary equipment, permits and clearances to establish connectivity or linkages to the web site of the Member.

**6.6 Prevention of Unauthorised** Use

The Client will install the necessary safeguards and access restrictions to prevent unauthorised use of Clients computer systems or the security codes and ensure that no unauthorised person can gain access to the computer systems or such security codes.

**6.7 Secure Electronic Records and Digital Signatures**

In the event that the certifying authorities and other infrastructure contemplated under the Information Technology Act. 2000,for ensuring secure electronic records and secure digital signatures is notified by the concerned authorities and the infrastructure to enable the same is in place. the Member would have the right to require the Client to authorise the various transactions on the web site by means of such secure electronic records and secure digital signatures and discontinue the usage of the Client password.

**7. LIABILITY FOR INCORRECT INSTRUCTIONS**:

The Client agrees to fully indemnify and hold harmless the Member for any losses arising from the execution of incorrect /ambiguous or fraudulent instruction that got entered through the system at the Client' s end.

**8. EXPOSURE**:

The Client shall abide by the exposure limits, if any. set by the trading / clearing Member, Exchange(s) from time to time.

**9. PRICE OF SECURITIES:**

The Client understands that with respect to any order, the Client will obtain the price at which the order was actually executed in the market, which may be different from the price at which the security was trading when the Client's order was entered into the Members system.

**10. MISTAKEN ORDER:**

The Member shall not be responsible for any order that is made by the Client by mistake and every order that is entered by the Client through the use of the allotted user name and the security code(s) shall be deemed to be a valid order for which the Client shall be fully responsible.

**11. RECONFIRMATION OF CERTAIN ORDERS:**

The Client hereby confirms that he/she/it is aware that the Member has provided on the web site a facility for reconfirmation of orders which are unusual and/or large and need to be executed using the Member's discretion. These orders are subject to manual review and consequently execution of these orders may be delayed. The Member reserves the right to reject any order based on risk perceptions.

**12. CANCELLATION OR MODIFICATION OF ORDERS:**

**12.I** The execution of order cancellations or modifications is not guaranteed. Cancellation of orders is possible only if the original order remains pending at the Exchanges. Market orders are subject to immediate execution. The Client shall not presume that an order has been executed or cancelled or modified and the Client is required to verify the status of his/her/ its orders on the web site in accordance with Clause above.

**12.ii** Unless otherwise specified by the Member, any order not executed at the end of the day shall stand cancelled.

**13 RESTRICTIONS ON ACCESS TO WEB SITE AND TRADING** :

The Client understands that the Member may at any time, at its sole discretion and without prior notice to the Client, prohibit or restrict the Client's access to the use of the web site or related services and the Client's ability to trade. The Member may terminate the Client's account at any time for any reason and without prior notice to the Client. The Client will bear any loss that he/she/ it may be faced with due to inability to execute further trades on account of such restriction. The closing of an account will not affect the rights and/or obligations of either the Member or the Client incurred prior to the date the account is closed.

**14. MARGINS:**

**14.1 COLLATERAL DEPOSIT:**

**14.1.i** The Client shall pay to the Member such amount as an initial deposit (collateral /initial deposit) as decided by the Member, by cheque or in the form of securities or commodities (by way of warehouse receipts in dematerialized form), as may be approved by the Member up -front, on or before creating a position in any contract The Member shall reserve the mark up margin (commonly referred to as 'haircut margin') from the collateral. which shall not be utilized for margin requirements. The collateral reduced by markup/haircut margin shall thereafter be utilized against creating and maintaining the position by the Client. The mark up margin shall be subject to the change from time to time as may be decided by the Member and /or the exchange(s).

The following provision will apply for margin given in the form of securities:

The Client may place margin with the Member in form of securities as approved by the Member. Such securities may at the discretion of the Member be marked as lien in favour of the Member from the account of the Client.

The Client agrees and authorizes the Member to determine the market value of securities placed as Margin after applying a haircut that the Member deems appropriate. The Client undertakes to monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of margins. the Client agrees to replenish any shortfall in the value of the margins immediately.

**14.2 UTILIZATION BY THE MEMBER OF THE INITIAL DEPOSIT BY THE CLIENT**

The initial deposit so paid shall be utilized towards initial margin requirements as calculated by the Exchange(s) from time to time and the balance if any, after such adjustments against initial margin payments, will be available for adjustments against daily margin requirement, Mark to Market ( MTM) loss against the cash portion of the collateral.

**14.3 PAYMENT OF MARGIN :**

The daily margin requirements can be adjusted against the collateral maintained by the Client with the Member. The Member shall accept from the Client further order, which if executed, will add to open positions. only if the balance collateral is adequate to meet the initial margin on such new positions. If the balance collateral is not adequate for adjusting the daily margin requirements, the Client shall deposit the additional margins as required by the Member. The Client shall also be obliged to pay the shortfall of the daily margin, if any, on the immediate succeeding business day when the Member raises such additional margin requirement. The Client may not be permitted to create any new open positions, until receipt of such additional margin. The client agrees that he shall not be allowed to disown the transactions carried out by him on the ground of shortfall of margin, which may permitted by the member inspite of shortfall of margin.

**14.4 SHORTFALL IN MARGINS:**

**14.4.i** If the Client defaults in paying the daily margin, the Member shall be entitled to liquidate / close out all or any of the Client's other outstanding positions, without prejudice to the Members right to refer the matter to arbitration to recover the damages from the Client. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Client. The Member is permitted in its sole and absolute discretion without any reference or prior notice to the Client to impose additional margin (even though not imposed by the Exchanges) and the Client shall be obliged to fulfill such additional margin requirements.

**14.4.ii** The Client is responsible for all orders, including any orders that may be executed without the required Margin in the Client's account. If the Client's order is executed despite a shortfall in the available Margin, the Client shall, whether or not the Member intimates such shortfall in margin to the Client, instantaneously make up the shortfall.

**14.4.iii** Any amendment in the percentage of margins as required to be maintained under this CRF, shall be intimated by the Member to the Client over telephone or in writing or by way of display on its website. The Client is required to make replenish the shortfall in such margins, if any, on demand of the same by the Member

**15. PROVISIONS IN CASE OF DEFAULT:**

**15.I** In the event of a default of a the Member on his own account, the Client' s money shall not be utilized to meet the Member s liabilities. In such cases, the Client's positions shall be either transferred to another solvent the Member or closed — out as per the provisions of the Rules, Bye-laws and Regulations, Business Rules of the Exchange(s). The loss, if any, caused to the Client because of such action would be recoverable by the Client from the Member. In event of failure of the Client to fulfill this obligations to the Member, the Exchange(s) or the Clearing House, the Client' s positions may be closed out and the money, if any, of the Client available with the Member or with any other the Member or the Exchanges, may be adjusted against the Client' s liabilities/ obligations. **15.ii** The Professional Clearing Member ( PCM), if opted by the Client to settle his trades, shall confirm all trades executed as PCM trades on the day the order is executed. In the event of non-confirmation and / or rejection of the trade by such PCM, the Client shall be liable to pay fotrh with the applicable margin as enunciated by the Member on the same day.

**16. RECEIPTSAND PAYMENTS OF PREMIUM MTM**:

The Member will block up-front, from the collateral maintained with it, the MTM loss on open positions. The Member shall accept from the Client further order, which, if executed, will add to the open positions, only if the balance collateral is sufficient to meet the requisite margin on such new positions. The Client shall be obliged to pay the amount of MTM loss blocked against the collateral on the immediate succeeding business day. The Member shall adjust the Client' s liability towards MTM loss against the initial deposit maintained in cash by the Client, provided a written request is given by the Client to the Member to this effect. the Member may also liquidate all or part of the other collateral lying with it to adjust the MTM loss. If complete recovery is not possible or in case the Client defaults in paying in the MTM loss, the Member shall be entitled to liquidate /close out all or any of the Client other outstanding positions, without prejudice to the Member s right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation /closing out shall be charged to

and borne by the Client. The Member may adjust MTM profit (on derivative positions) towards the collateral maintained with the Member. These adjustments pertaining to MTM profit shall be treated as additional collateral brought in by the Client and the Member shall reserve the mark up margin from this collateral, which shall not be utilized for margin requirements The total collateral (inclusive of mark to market inflows) reduced by markup shall thereafter be utilized against creating and maintaining the position by the Client.

**17. TRADE OBLIGATIONS:**

The Client shall accept all trades executed, resulting from the orders placed with the Member, irrespective of the fact that the order is executed partially or in full, on the Exchange(s). In the event of non- confirmation of custodial trades by a Professional Clearing Member ("PCM") for any reason whatsoever, all exchanges levied margins, MTM losses (on open position), will be borne by the Member for unconfirmed trades. In such case, the Client shall pay to the Member, all margins levied by the Exchange(s) on the unconfirmed trades. In addition to the above, the Member shall have an option to call for collateral from the Client, to meet the subsequent daily margin obligation/ MTM losses on the unconfirmed trades. The Client shall be obliged to pay the daily margin, MTM on the immediate succeeding business day, of the day when the Member raises such margin requirements. The Member shall not permit the Client to create any new open positions, until receipt of such additional margin requirement. If the Client defaults in paying the daily margin, MTM, if any, the Member shall be entitled to liquidate /close out all or any of the Client' s positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation I closing out shall be charged to and borne by the Client.

**18. DELIVERIES**:

In the case, delivery is to be received by the Client with the prior consent of the Member the following conditions will be applicable:

**18.i.** The Client will be responsible for providing information for the purposes of giving /taking delivery against his net Open Position along-with information necessary for giving /taking delivery stipulated period as specified by the Exchange(s) from time to time The Member shall submit the same to the exchange(s).

**18.ii.** The Exchange(s) at the end of stipulated period shall match the information provided by the Member against Net Open positions of the Client and shall confirm the Delivery /Receipt to be effected against Delivery Information submitted by the Member.

**18.iii.**The Client shall co-ordinate with the Member to ensure that all requirements for giving /taking delivery are fulfilled. Client shall ensure to comply with all statutory requirements laid down regarding SALE/PURCHASE of commodities including payments of taxes, local levies and other statutory /regulatory charges as prescribed under the applicable laws from time to time.

**18.iv.** The Client acknowledges that all contracts culminating in delivery (which are not squared off and information for giving and taking delivery is given by the Client) would be transactions for purchase and sales between the Clients inter-se and the Clients would be personally liable to each other through the contract and relationships that are governed and regulated by the Bye-Laws, Rules and Regulations of the Exchange(s) and shall not be the responsibility of the Member.

**18.v.** The Client shall submit documents such as Invoices, Tax exemption or concession forms or any other documents as required under the prevalent laws and forward the same to the Counter — party Client or any other the Member of the Exchange within stipulated period as specified by the Exchange from time to time.

**18.vi.** The Client shall be liable to pay General Sales Tax (GST), as the case may be and will be solely responsible for complying with all the provisions and regulations of the applicable tax law.

**18.vii.** The penalty for failure to give or take delivery of commodities (by way of warehouse receipts in dematerialized form) as levied by the Exchange including any loss and damages suffered by the Member shall be borne by the Client.

**18.viii**.The Exchange may withhold, for such period(s) pay out of any commodities and any funds including commodities and funds constituting margins. The Member shall not be liable to the Client for any loss, damages incurred on account of such withholdings.

**18.ix.** Notwithstanding anything contained in this CRF, the Member shall be responsible to the Client only for facilitating the placement of his dealing order on the Exchange. The transactions shall be deemed to have taken place between the Clients and the Clearing house Exchange and the Member shall not be deemed to guarantee or be responsible for the title, ownership, genuineness. regularity or validity of any security, transfer deed, or the delivery and payment in respect of the transactions. No liability shall attach to the Member by reason of anything done or omitted by the Clearing house Exchange in course of its operations nor shall the Member be liable in any way in respect of the settlement of transactions by the Exchange / Clearing house or in respect of any delays in / non receipt of deliveries / payments from the Exchange / Clearing House.

**18.x.** The Member may at its discretion (but shall not be obliged to), square off all or any outstanding positions of the Client on any all Exchange or carry forward the purchase / sale position of the Client, at market price or at a price that the Member may think fit on occurrence of such events including but not limited to the following:

**18.x.a**. the volatility in the market

**18.x.b**. impending price sensitive information

**18.x.c.** any restrictions in relation to the volume of trading/outstanding business or margins stipulated by any Exchange, Clearing Corporation/Clearing House or by the Member

**18.x.d.** political instability

**18.x.e.** presence of any price sensitive factors

**18.x.f**. delays by the Client in meeting his pay in obligation dues to the

**18.x.g**. non-opening of depository account by the Client may be permitted by the Member.

**18.xi** In the event of death or insolvency of the Client or his otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the Client has ordered to be bought or sold, the Member may with the approval of the Exchange, close out the transaction of the Client and the Client or his legal representative shall be liable for any losses, costs, damages including statutory/regulatory charges, if any and be entitled to any surplus which may result there from.

**19. PAYOUT OF FUNDS**:

In order to facilitate operations, the Client authorizes the Member to maintain a running account with the Member, instead of settlement to settlement clearance of funds due to the Client. The pay out of funds may be retained by the Member and no interest shall be payable by the Member on such funds so retained The Client agress that the Member shall not be liable for any claim for loss or profit, or for any consequential, incidental, special or exemplary damages caused by retention of such funds under this CRF or otherwise. On written request of the Client the Member may release the funds to him, id sufficient margins in respect of his trading, across the Exchange(s) and across the segment of the Exchanges are available with the Member.

**20. PAYMENT THROUGH CHEQUE**:

In case where the payment towards the margin is made through cheque issued in favour of the Member, any trades(s) would be executed by the Member only upon the realization of the funds of the said cheque or at the discretion of the Member.

**21. DELAYED PAYMENT:**

Notwithstanding anything contained in these presents, any amounts which are overdue from the Client towards trading in the derivative segment or on accounts of any other reason to the Member will be charged delayed payment charges at the rate of 2% per month or such other rate as may determined by the Member.

**22. CANCELLATION OF TRADES/MODIFICATION OF REQUESTS:**

The Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, THE Member shall be entitled to cancel relative contract(s) with Client. There may be insufficient bids or offers or suspension of trading due to price limits or circuit breakers. The electronic trading systems either at the exchange or in the Member's offices are vulnerable to temporary disruptions or failures. In the event of trades cancellation due to such events or vulnerabilities. THE Member shall be entitled to cancel such relative contracts with the Client. At times, due to such a unforeseen circumstances the Member may not be able to execute the desired transactions (either the Client own transaction or transactions enforcing margins are provided in this CRF) on a timely basis. The Member does not accept responsibility for any losses that the Client may incur on such eventualities beyond the control of the Member.

The cancellation or modification of an order pursuant to the Client's request is not guaranteed. The order will be cancelled or modified only if the Client's request for cancellation or modification is duly received and the order is successfully cancelled or modified before it is executed. Market orders are subject to immediate execution wherever possible.

The Client shall not be entitled to presume an order as having been executed, cancelled or modified until a confirmation from THE Member is received by the Client in that behalf as the case may be. However, due to technical or other factors the confirmation may not be immediately transmitted to or received by the Client, and such delay shall not entitle the Client to presume that the order has not been executed, cancelled or modified, as the case may be, unless and until THE Member has so confirmed in writing.

**23. MEMBER CLIENT COMMUNICATION**

**23.1. Form of Communication**

Documents which may be sent by electronic delivery between the parties may be in the form of an electronic mail (including any auto replies from the system of the Member), an electronic mail attachment, or in the form of an available download from the web site. The Member shall be deemed to have fulfilled any legal obligation to deliver to the Client any such document if sent via electronic delivery, provided however that the notice of termination specified in the Terms herein, shall be in writing.

**23.2 Electronic Communication of Documents**

The Member shall send to the Client by electronic means the contract note/trade confirmations of the trades executed, bills and account statements. The Client agrees that the Member fulfils its legal obligation to deliver to the client any such document if sent via electronic delivery. The Client understands that it is his/her/its responsibility to review, upon first receipt, whether delivered to Client by mail, by e-mail (including any auto replies from the system of the Member), or other electronic means, all confirmations, statements, notices, contracts, bills and other communications. All information contained therein shall be binding upon the Client, if the Client does not object, either in writing or via electronic mail, within twenty four hours after any such document is sent to the Client, In all cases, the Member reserves the right to determine the validity of the Client's objection to the transaction. The Client agrees that the Member will not be responsible for non-receipt of documents sent via electronic delivery due to change in email address of the Client. The Client also agrees that the Member shall not take cognisance of out-of-office/out-of-station auto replies and the Client is deemed to have received such electronic mails.

**23.3 Change of Address**

Unless the Client informs the Member of the change of the address for communication in writing, all notices, circulars, communication or mail sent to the existing address shall be deemed to have been received by the Client irrespective of whether they are actually received or not.

**23.4 Protection of Security Code(s)**

The Client shall immediately notify the Member in writing, delivered via e-mail and Registered AD, if the Client becomes aware of any loss, theft or unauthorised use of the Client's Security code(s) and account number; or any failure by the Client to receive an accurate written confirmation of an execution including the contract note for the same: or any receipt by the Client of confirmation of an order and/or execution which the Client did not place: or any inaccurate information in the Client's account balances. securities

positions, or transaction history. In the case where the Client notifies such loss. theft or unauthorised use of the Client's Security code(s) password and account number to the Member, the Member shall suspend the use of the account of the Client. However, the Client shall be responsible and liable for all transactions that are carried out by the use of the Client password. When any of the above circumstances occur, neither the Member nor any of its officers, directors. employees. agents, affiliates or subsidiaries will have any responsibility or liability to the Client or to any other person whose claim may arise through the Client with respect to any of the circumstances described above.

**23.5 Member's Liability**

Under no circumstances shall the Member or anyone involved in creating. producing, delivering or managing the Member's services be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the service. delay in transmission of any communication, in each case for any reason whatsoever (including on account of breakdown in systems) or out of any breach of any warranty or due to any fraud committed by any person.

**23.6 Notices/ Policies**

Certain policies and/or procedures may be further outlined on the Member's web site and material/literature provided to the Client. Through the use of the Member's web site and services, the Client agrees to be bound by any and all such notices, policies and terms of doing business.

**24. TAPE RECORDING OF CONVERSATION:**

The Client agrees that orders. instructions and other communications given or made over the telephone, may be routed through THE Member Interactive Voice Response Channel or other telephone System and may be recorded by the Member. The Client also agrees that such recording and the Member records of any orders, instructions and communications given or made by the Client or the Member by electronic mail, tax or other electronic means shall be admissible as evidence and shall be final and binding upon the Client as evidence of the same Such recording may be relied upon by the Member as and when required, to resolve the disputes in connection with the trading transactions.

**25. INDEMNIFICATION:**

The Client shall indemnify and keep indemnified the Member harmless from and against all claims. demands, actions, proceedings, loss, damages liabilities, charges and/or expenses that are occasioned or may be occasioned to the Member directly or indirectly, owing to bad delivery and or as a result fake/ forged transfer of documents that are introduced by or through the Client during the course of its dealings/operations on the Exchanges. The Client confirms having read and understood the terms and conditions of the CRF and those relating to various services and products offered and accepts and agrees to be bound by the terms and conditions including those excluding /limiting the Member's and Exchange's liabilities.

**26. CONFIDENTIALITY:**

The Member hereby undertakes to maintain, the details of the Client as mentioned in the Client registration form or any other information pertaining to the Client, in confidence and that he shall not disclose the same to any person/entity except as required by law. Provided, however that the Member shall be allowed to share the details of the Client as mentioned in the Client registration form or any other information pertaining to the Client with parties/entities other than required under law with the express permission of the Client

**27. SHARING OF INFORMATION:**

The Client agrees to furnish information immediately if any winding up petition or insolvency petition is filed against him /her /it or any garnishee order has been served by a Bank; etc. Similarly, the Member agrees to inform Client immediately about the contract specifications and associated obligations, daily settlement positions, etc.

**28. AMENDMENT:**

The Member may from time to time amend the CRF if required, for complying with any change in Statue. Regulation or with the requirements of any competent authority or if required under this corporate policies .The same shall be intimated to the Client by the Member subsequent to the intimation of such amendments, it shall be deemed that the Client is agreeable to the new clauses. However the Client has the right to terminate the CRF through communication in writing subject to the meeting of the financial and other obligation under this CRF.

**29. LIMITATION OF LIABILITY**:

**29.I** The Member does not warrant that the Service will be uninterrupted or error free. Client's use of the Services is at the Client's sole risk. The Services are offered to the Client on an "as is and as available" basis. The Member does not make, and expressly and specifically disclaims. any representations or warranties of any kind, express or implied regarding the Member Services or the System, including without limitation, those of uninterrupted availability, merchantability or fitness for a particular purpose of the Services.

**29.ii** The Client agrees that under no circumstances, including negligence, shall The Member or anyone involved in creating, producing, delivering or managing The Member Services or System be liable for any direct, indirect. incidental. special, general, remote or consequential damages arising out of the use or inability to use or the availability or non-availability of the Services, including, but not limited to loss or damage in relation to, (a) lost profits, trading losses, loss of opportunity or damages that result from interruption, delay or loss of the use of the Service (b) any claim, loss or damage attributable to errors, omissions or other inaccuracies in the content or data on the Member Web Site or the ORS service (c) any unauthorised use, access or alteration or discontinuance of any Services, or (d) any other matter relating to the Services.

**30. FORCE MAJEURE :**

The Member shall not be responsible for any losses. costs or damages resulting directly or indirectly from any action, omission, suspension or trading, decision or ruling of any exchange or regulatory, governmental or other body or of any other person which is beyond the Member' s control: or, any war, strike, lockout, national disaster, act of terrorism, delay in postal service or any other delay or inaccuracy in the transmission of orders or other information, or any breakdown, failure or malfunction beyond the control of the Member of any

telecommunication or computer system. The above Force Majeure events do not exempt the Client to fulfill the obligations in his account with the Member.

**31. TERMINATION:**

Either party may terminate this CRF by giving to other party not less than thirty calendar days prior notice in writing (such termination becoming effective upon expiry of such notice), provided that, in either case, such termination shall not effect any transaction or any obligation under this CRF (including that of indemnity) which is then outstanding and the provisions of this CRF shall continue to apply to each such transaction and each obligation until all the obligations of each party to other under this CRF and each such transaction have been fully performed.

**32. ASSIGNMENT:**

Either party to this CRF shall not assign or transfer all or any of its rights and obligations hereunder without the prior consent of the other party.

**33. SEVERANCE:**

In case anyone or more of the provisions contained in this CRF becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereto.

**34. NON WAIVER:**

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

**35 NOTICES :**

All notices or communication issued under this CRF shall be served in any one or more or all of the following ways and such notice or communication under (a) to (I) below shall be served at ordinary place of residence and or last known address of the party in any one of the following ways.

a. by post,
b. by registered post
c. under the certificate of posting
d. by express delivery post
e. by telegram
f. by affixing it on the door at the last known business or residential
g. by oral communication to the party or on last known telephone number or on the recording machine of such number
h. by advertising it in atleast one prominent daily newspaper having circulation in the area where last known business or residential address of the Respondent is situated
i. by sending a message through trading system
j. by a notice posted on the notice board of the Exchange no address be
k. by electronic mail or fax
I. by hand delivery

Any communication sent by the Member to the Client shall be deemed to have been properly delivered or sevred, even if such communication is returned to the Member as unclaimed/refused/undelivered, if the same is sent to the ordinary business address and or ordinary place of residence and or last known address of the party, in any one ore more of the ways as mentioned in clause (1) above.

**36. The Member and the Client undertake that for a period of 2 years from the later of**

**36.I** Termination of any person's employment /arrangement /consultancy with either the Member or the Client, as the case may be, or

**36.ii.** Termination of this CRF, neither the Member nor the Client shall induce or attempt to induce any person employed with the other Party or otherwise engaged by it either as consultant, adviser, or otherwise to leave the services / employ of that Party or to provide any services to the other Party whether for compensation or otherwise, except with the prior written consent of the party which has entered into a contract for employment / arrangement I consultancy with such person, which consent may be withheld by such Party, at its sole discretion.

**37. JURISDICTION:**

All trades transactions and contracts are subject to the Rules and Regulations of the respective Exchanges on which the trades have been executed and the parties to such trade shall be deemed to have submitted to the jurisdiction of the courts in Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purposes of giving effect the provisions of the Rules and Regulations of the respective Exchange. 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

**FOREIGN JURISDICTION:**

This service does not constitute an offer to sale or solicitation of an offer to buy any commodities to any person in any jurisdiction where it is unlawful to make such offer or solicitation. This service is not intended to be any form of investment advertisement, investment advice of investment information and has not been registered under any securities law of any foreign jurisdiction and is only for the information of any person in any jurisdiction where it may be lawful to offer such a service.

**38. PROPRIETARY TRADING:**

The Member discloses herewith that it undertakes/may undertake Proprietary Trading in addition to Client based Trading. Schedule above referred to

I/we have read and understood and accept the above.




Client Signature

Date D D M M Y Y Y Y

# ANNEXURES

To,

Non-Mandatory

**Systematix Shares and Stocks (India) Limited (SSSIL)**

Corporate & Registered Off.: The Capital. A-wing, No. 603 - 606, 6th Floor, Plot C-70, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051 CIN: U65993MH1995PLC268414

## A. DEPOSIT OF SECURITIES/FUNDS TOWARDS MARGIN

I/we understand that Member accepts deposit of securities towards "Margin" for purpose of allowing exposure/turnover as a specialized service which is optional in nature and this document has been signed by me/us voluntarily without any coercion or force. I/we also understand that I/we have a right to terminate this document, subject to terminate this facility and/or review of Member-Client relation by Member.

I/ We, having my/our Trading Account with do hereby provide my / our consent/ authorisation to further pledge /deposit/re-pledge my/our securities lying with you or in my/our Beneficial account with the clearing member / clearing corporation for additional exposure availed by me / us during the period of my/our relationship with you.

I/we request and authorize you to consider the security transfer by me/us or retained by you in any of your own DP account maintained for purpose of margin in my/our DP account No 12034600..... with SSSIL with the Power of Attorney executed in favour of the DP, at your discretion, as margin deposit for my/our operations in the secondary market.

For the above, I/ We hereby declare and assure that (i) the said Securities are owned by me/us,(ii) the Said Securities are in existence and are free from any charge, lien or encumbrance, whether prior or otherwise, In respect of the above I/we undertake and agree to following:

1. that the above margins are subject to the first and paramount lien for any sum due to SSSIL by me/us for the due fulfillment of my/our engagements, obligations and liabilities arising out of or relating or incidental to any bargains, dealings, transactions and contract made through or with you.

2. that the margins paid shall be available for adjustment against any amount due from me/us to SSSIL, against my/our running trading account with you for the secondary market obligations.

3. that I/we can ask for refund of the above margin at any point of time after fulfilling/clearing all the obligations and liabilities arising out of or relating or incidental to any bargains, dealings, transactions and contract mode through or with you. However, you shall refund the aforesaid margin to me/us once at the end of every quarter after fulfilling/ clearing all the obligations and liabilities arising out of or relating or incidental to any bargains, dealings, transactions and contract mode through or with you. However, SSSIL may refund the same at any time at its discretion and revise my/our-trading limits, without any prior intimation to me/us.

4. That the margin will be released back to me/us only after the closure of my/our account and /or clearance of all debits/obligations in the said Account.

5. that no interest will be paid by SSSIL to me/us against the margin deposit. However, in case of securities transferred by me/us to your DP A/c as margin, all benefits given by the Companies, during the time the securities are held by SSSIL towards margin deposit, shall accrue to me/us.

6. that SSSIL has a clear and undisputed right to dispose of the margin securities and adjust the proceeds or the cash margin provided towards overdue balances in my/our account, at my/our risk and cost, without any need for clearance or reference to me/us whatsoever.

7. that I/we may be required to pay additional margins, by way of transfer of funds to SSSIL, like volatility, special margin, etc. levied by the Member or the Stock Exchanges from time to time.

## B. AUTHORISATION FOR ELECTRONIC CONTRACT NOTE

I/We have been/shall be dealing through you as my/our broker on the Capital Market and/or Futures & Options and Currency Derivative Segments. As my/our broker i.e. agent I/We direct and authorize you to carry out trading/dealings on my/our behalf as per instructions given below.

I/We understand that, I/We have the option to receive the contract notes/ledgers/DP transaction/holding statements, charges and other documents in physical form or electronic form. In pursuance of the same, I hereby opt for receipt of contract notes/ledgers/DP transaction/holding statements, charges and other documents in electronic form. I/We understand that for the above purpose, you are required to take from the client "an appropriate email account" for you to send the electronic contract notes/ledgers/DP transaction/holding statements, charges and other documents. Accordingly, please take the following email account(s)/email id on your record for sending the contract notes/ledgers/DP transaction/holding statements, charges and other documents to me/us.

1.Default Email-Id _____.

2. Alternate Email-Id_____

I/We also agree that non-receipt of bounced mail notification by you shall amount to delivery at my/our email account(s)/ email id(s).

I/We agree not to hold you responsible for late/non-receipt of contract notes/ledgers/DP transaction/holding statements, charges and other documents sent in electronic form and any other communication for any reason including but not limited to failure of email services, loss of connectivity, email in transit etc.

I/We agree that the log reports of your dispatching software shall be a conclusive proof of dispatch of contract notes/ledgers/DP transaction/holding statements, charges and other documents to me/us and such dispatch shall be deemed to mean receipt by me/us and shall not be disputed by me/us on account of any non receipt/ delayed receipt for any reason whatsoever.

I/We understand that I/We am/are required to intimate any change in the email id/email account mentioned herein above through a physical letter. Provided however that if I/We am/are an internet client then through only form of electronic communication.

## C. RUNNING ACCOUNT AUTHORIZATION

1. To maintain my/our account on a running account basis and adjust any amounts receivable from me against any credits standing into my account or from my forthcoming payouts payable by me/ us to SSSIL, where I am / we are registered with you as a Client.

2. I/We hereby give my/our consent for periodic settlement of my /our funds.

3. Further it is observed that many times the date on which payment is due to me/us from you and the date which I am/ we are required to make payment to you are very close and therefore exchange of cheques become unnecessary paper work. Hence, I/We request you to maintain the running account facility with you. I/We agree that you shall not be required to pay any interest/ charges/ cost in respect of funds on a running account basis.

4. With regard to my/our settlement wise pay-outs, please note that you may retain the credits of my/our account as margins for my/our outstanding purchases/sales positions.

5. As and when I/we require money, I/we will be informing you of same and on receipt of instructions from me/us, you can release the amounts.

6. I/we also intend to keep my/our securities with you which are bought for me to consider as security against my exposure.

7. In case any of the securities are sold in subsequent settlement, you may take as standing instructions to adjust against my/our sale positions. Whenever I/we require the delivery, I/we will pick up or instruct you to transfer the same.

8. In case of debit balance in my/our account if it is not paid by me/us as per the settlement schedules you are authorised to sell at any point of time the securities purchased by me/us. If loss/profit occur on this transaction it will be treated as normal sale or purchase, and I/we am/are agreeing to pay the balance amount if any.

9. In case of debit/credit in one segment and credit/debit respectively in other segment, I/we authorize you to adjust all debit/credit and intimate me/us the net balance.

10. I/We request you to keep my/our funds with you to meet my/our pay in obligations in the succeeding settlements in the same segment as well as other segments of BSE and/or NSE and/or and/or MCX and /or NCDEX where I/We am/are registered with you as a Client.

11. However my/our preference for periodic settlement is as follows:-

☐ **a. 30 Days** ☐ **b. 90 Days**

14. I/we also note that I/we may revoke the authorisation at any time by giving you written notice to your office. I/we also undertake to clear all my/our dues to the member before serving revocation of this authorisation else, you will recover all my/our dues in my/our, ledger till date and then effect revocation.

## D. UNDERTAKING FOR TRADING IN OPTIONS IN NSE SEGMENT

I/We hereby state and acknowledge that I/We have read and understood the terms and conditions governing securities trading and broking services and trading in OPTIONS segment of the exchange, including the risk disclosure document signed with the KYC.

1. I/We do not have any bad / malatide intension to carry out UNFAIR TRADES in the securities market. Please note that if I/We carry out illegal trades through the broking entity I/We shall be solely responsible for the same.

2. I/We will not trade in any scrip / securities either in CASH or FUTURES & OPTIONS without knowing and/or understanding the associated risk and rewards.

3. I/We will exercise extreme caution while trading in illiquid OPTIONS whose strike price is at a distance then the current underlying being traded.

4. I/We will not carry our trading or indulge in any trading activity which results in disturbance of market equilibrium in any manner including manipulationo f price of any scrip's/securities / Options segment.

5. I/We will not participate or trade in such a manner in order to create large Volumes or price rigging / manipulation in illiquid / thinly traded Options.

6. I/We will not trade in such a manner where in buying and selling of securities will create Profit/Loss within the trading account of family members or others wherein the trades are shifted for same scrip / price / volumes etc.

7. I/We also undertake and assure you that we will not let any such transactions happen, which are suspected to be non-genuine trades or which are at abnormal prices. We further assure you that we will also not let any transaction to take place through us which are in the nature of circular/synchronized trading, or are at abnormal prices or in significant quantity of the total market volume and in such cases, we will inform the management immediately.

8. I/We undertake that we will adhere high standards of integrity, promptitude and fairness in the conduct of all our business, with due skill care and diligence to protect the integrity of the securities market and the company.

9. I/We further understand and undertake that we will be responsible for any losses occurring to the company due to our negligence or deeds. We further undertake that we will be responsible for any violation of the SEBI Act, Rules/ Regulations and all the bye laws and regulations of Stock Exchange or for any other laws for the time being in force, for all the transactions carried out through us.

10. I/We undertake and understand that we shall be responsible for all the violations of any laws for the time being in force for all the transactions carried out through us. We understand and undertake that we shall be fully responsible and will indemnify the company for any violation of any law in all the transactions carried out through the company.

11. I/We understand that if any fault is found with the trades carried out by us by the Stock Exchanges or SEBI, the trading member shall have a right to forfeit all amounts / shares standing to our credit with the trading member and also ask us to pay penalties for the transactions as the trading member may deem fit.

## E. AUTHORISATION FOR DEBITING VARIOUS DEPOSITORY CHARGES

1) I/We hereby give my/our consent/authority to debit/recover all types of depository charges viz annual maintenance charges, inter settlement charges, any type of transaction charges as is levied on me/us for the transactions carried out in my/our demat account including any statutory levies, services tax or any other tax/charges/fees in/from my/our trading ledger having the captioned client code as maintained with SSSIL. I/We understand and agree that such depository charges will be debited in my trading ledger maintained with SSSIL irrespective of the ledger balance on periodically and/or as per the details provided by SSSIL.

2) I/We instruct SSSIL to provide the requisite information periodically and/or on occasion basis of such charges levied on me/us to SSSIL with whom I/We have opened the trading account. I/We understand and consent that SSSIL shall have the right to recover the depository charges like any other trade dues payable by me from my trading ledger. I/We hereby further authorize SSSIL to set off a part or whole of the collateral/ledger balances/securities in my/our demat account i.e. by way of appropriation of the relevant amount of cash or by way of sell or transfer or liquidation/close out positions of all or some of the securities placed as collateral or lying in my/our demat account as stated above for the purpose of clearing any outstanding amount related to the aforesaid demat account maintained with SSSIL. Any and all losses and financial charges on account of such liquidation/close-out shall be borne by me/us.

## F. REQUEST FOR TRADING IN COMMODITY FORWARD CONTRACTS/ COMMODITY DERIVATIVES ON MCX AND NCDEX

I/We, the undersigned, have taken cognizance of circular no. MCX/338/2006 date August 21, 2006, MCX/541/2006 dated December 7, 2006 and MCX/T&S/014/2012 dated January 12, 2012 issued by Multi Commodity Exchange of India Ltd (MCX) and I/We, the undersigned, have taken cognizance of circular no. NCDEX/TRADING-114/2006/247 date September 28, 2006, NCDEX/TRADING-070/2007/188 dated August 01, 2007 and NCDEX/TRADING- 003/2012/010 dated January 10, 2012 on the guidelines for calculation of net open positions permitted in any commodity.

I/We hereby undertake to comply with the same. I/We hereby declare and undertake that we will not exceed the position limits prescribed form time to time by MCX/ NCDEX/ SEBI and such position limits will be calculated in accordance with the contents of above stated circular of NCDEX and MCX as notified from time to time.

I/We undertake to inform you and keep you informed if I/any of our Partners/directors/ karta /trustee or any of the partnership firms/companies/HUFs/Trusts in which I or any of above such person is a partner/director/ karta/trustee, takes or holds any position in any commodity forward contract/ commodity derivative on MCX/NCDEX through you or through any other member , to enable you to restrict our position limit as prescribed by the above referred circulars as modified from time to time.

I/We confirm that you have agreed to enter orders in commodity forward contracts/commodity derivatives for me/us as your clients on MCX / NCDEX only on the basis of our above assurances and undertaking.

## G. APPLICATION FOR DEALING IN MUTUAL FUNDS SCHEMES ON THE BSE STAR MF

1. I/We am/are registered as your client with Client and have executed the Trading Member and Client Agreement for the purpose of trading in the Capital Market segment of Bombay Stock Exchange Ltd. (Exchange).

2. I/We am/are interested in availing the trading facility of the Exchange for the purpose of dealing in the units of Mutual Funds Schemes permitted to be deal with on the BSE StAR MF.

3. For the purpose of availing this facility, I/we state that Know Your Client details as submitted by me/us for the stock broking may be considered for the purpose of BSE StAR MF and I/we further confirm that the details contained in same remain unchanged as on date.

4. I/We are willing to abide by the terms and conditions as mentioned in the Circular dated December 2, 2009 and as may be specified by the Exchange from time to time in this regard.

5. I/We shall ensure also compliance with the requirements as may be specified from time to time by Securities and Exchange Board of India and Association of Mutual Funds of India (AMFI).

6. I/We shall read and understand the contents of the of the Scheme Information Document and Key Information Memorandum, addenda issued regarding each Mutual Fund Schemes with respect to which I/we choose to subscribe/redeem. I/We further agree to abide by the terms and conditions, rules and regulations of the Mutual Fund Schemes.

7. I/we therefore request you to register me/us as your client for participating in BSE StAR MF.

## H. AUTHORSATION FOR DEALING IN MUTUAL FUNDS SCHEMES ON THE BSE STAR MF

1. With reference to my application for registering as a client for Mutual Fund Transaction facilities offered by BSE, I / we hereby undertake to provide funds to the Participant equivalent to the subscription amount and applicable brokerage/ fees / charges before applying for mutual fund units through the Participant.

2. For this purpose, I / We hereby authorize SSSIL to utilize the surplus funds in my / our Broking account held with SSSIL in its capacity as a Stock Broker and transfer funds to the extent of subscription amount and / or applicable brokerage, fees, charges and other statutory levies (in case of both subscription and redemption) and / or any other obligation to meet the debit in my/ our Mutual fund transaction account.

3. In case of subscription request, I / We hereby understand and agree that based on my instruction, the amount will be debited in my Mutual fund transaction account and surplus funds shall be transferred from my Broking account to my mutual fund transaction account as per this authority letter. I / We further agree and understand that such funds will be used by the Participant for applying for mutual fund units after deducting the applicable brokerage, fees, charges and other statutory levies.

4. In case of a redemption request, I/ We agree and authorise SSSIL to debit my mutual fund transaction account to the extent of applicable brokerage, fees, charges and other statutory levies and further authorize to utilize the surplus funds in my / our Broking account held with Systematix Shares & Stocks (I) Limited in its capacity as a Stock Broker and transfer funds to the extent of applicable brokerage, fees, charges and other statutory levies (in case of both subscription and redemption) and / or any other obligation to meet the debit in my/ our Mutual fund transaction account.

5. My / our exposure limits in my trading account shall be reduced to the extent of the amount utilized for transacting in the mutual fund units as per my instruction.

6. I / we agree and undertake to make good such shortfall immediately.

**DECLARATION**

I/We hereby declare and confirm that I/we have understood and agree to all the terms and conditions mentioned in Annexure (A to H) above , to the extent applicable.. I/We further confirm that whatever information/details provided by me/us are true and correct.

Thanking you,

Yours faithfully,




Client Signature

Name of the client _____

Client Code: _____

Date: D D / M M / Y Y Y Y

## Family Declaration for Common Email Id & Mobile nos: (APPLICABLE FOR INDIVIDUAL / HUF)

Please Fill up below declaration in case Email/ Mobile is already updated in sole / first holder account and wish to update same details for Family member as per SEBI guidelines.

I and my family members hereby request that mobile number being _____and Email ID being _____, belonging to sole / first account holder shall be considered in your records for the purpose of receiving communication from you or Stock Exchanges or Depository with regard to details of trading / DP transactions executed through you.

Thus, any communication relating to our trading and demat account should be sent to the above mentioned mobile number and e-mail ID. This facility shall be extended to us as an exception, for our convenience of receiving transaction details at a single mobile number and e-mail ID. I understand that for the purpose of availing the above facility "family" means self, spouse, dependent children and dependent parents

| S.No. | Client Name | Client Code | Relationship with sole/ first holder | Signature |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |

**Use separate sheet for more family members (if any)**

**Declaration: (FOR NOT OPTING COMMUNICATION ON EMAIL /MOBILE)**

**I/we do not wish to provide for sending and communications/correspondences.**

❑ **Email ID** ❑ **Mobile Number**

**Declaration : I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware theat I/we may be held liable for it.**

**In case of email / mobile updation, I hereby give consent to receive all communication from Systematix Shares and Stocks (India) Limited on the above email / mobile number**

| | First/Sole Holder | Second Joint Holder | Third Joint Holder |
|---|---|---|---|
| Name | | | |
| Signatures | | | |

Date D D M M Y Y Y Y

## HUF DECLARATION FORM

I Mr._____ the karta of Hindu Undivided Family, here by declare that the following are the co-parcerners of my family.

| Sr. No. | Particulars | Name | Male/ Female | Date of Birth | Relationship |
|---|---|---|---|---|---|
| 1 | Karta | | | | |
| 2 | Co-Parcener 1 | | | | |
| 3 | Co-Parcener 2 | | | | |
| 4 | Co-Parcener 3 | | | | |
| 5 | Co-Parcener 4 | | | | |
| 6 | Co-Parcener 5 | | | | |
| 7 | Co-Parcener 6 | | | | |
| 8 | Co-Parcener 7 | | | | |
| 9 | Co-Parcener 8 | | | | |
| 10 | Co-Parcener 9 | | | | |
| 11 | Co-Parcener 10 | | | | |

SIGNATURE

Date D D M M Y Y Y Y

Signed with Karta Stamp _____

## FEMA Declaration by NRI

I/We hereby declare that all transactions, as may be entrusted by me/us to Systematix Shares and Stocks (India) Limited from time to time will be in conformity with the prevailing provisions of Foreign Exchange Management Act, Reserve Bank of India and the provision of all other applicable laws and the Rules and Regulations made there under as amended from time to time.

| PISApproval No.: | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PISExpiry Date: | D | D | M | M | Y | Y | Y | Y | | | | | | | | | | | | | | | |

Please submit copy of PIS approval letter.

_____
1st Holder's Signature
Name:_____

# Consent letter for same email id & mobile number

**To,**

**Systematix Shares and Stocks (India) Ltd**
The Capital, A-wing, No. 603 – 606,
6th Floor, Plot No. C-70, G Block,
Bandra Kurla Complex, Bandra (East),
Mumbai – 400 051.MH

| BO ID | 1 | 2 | 0 | 3 | 4 | 6 | 0 | 0 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

| Client Code/Trading Code | |
|---|---|

| Sole / First Holders Name | |
|---|---|
| Second Holders Name | |
| Third Holders Name | |

**Email ID:** _____

Client Email ID Belonging to: ☐ Self ☐ Spouse ☐ Dependent Children

☐ Dependent Parents

(Please write only **ONE** valid email ID on which communication, if any is to be sent)

| Mobile Number on which massages are to be sent | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|

The Mobile number is registered in the Name of: _____

Client Mobile No. belonging to: ☐ Self ☐ Spouse ☐ Dependent Children

☐ Dependent Parents

| | Sole / First Holder | Second Holder | Third Holder |
|---|---|---|---|
| Name | | | |
| Signature | | | |

Date D D M M Y Y Y Y

THIS PAGE IS INTENTIONALLY LEFT BLANK

## CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Individual

**Important Instructions:**

A) Fields marked with '*' are mandatory fields.
B) Please fill the form in English and in BLOCK letters.
C) Please fill the date in DD-MM-YYYY format.
D) Please read section wise detailed guidelines / instructions at the end.
E) List of State / U.T code as per Indian Motor Vehicle Act, 1988 is available at the end.
F) List of two character ISO 3166 country codes is available at the end.
G) KYC number of applicant is mandatory for update application.
H) For particular section update, please tick (✓) in the box available before the section number and strike off the sections not required to be updated.

**For office use only** *(To be filled by financial institution)*

Application Type* ☐ New ☐ Update

KYC Number *(Mandatory for KYC update request)*

Account Type* ☐ Normal ☐ Simplified (for low risk customers) ☐ Small

### ☐ 1. PERSONAL DETAILS (Please refer instruction **A** at the end)

| | Prefix | First Name | Middle Name | Last Name |
|---|---|---|---|---|
| ☐ Name* (Same as ID proof) | | | | |
| Maiden Name (If any*) | | | | |
| Father / Spouse Name* | | | | |
| Mother Name* | | | | |

Date of Birth* D D – M M – Y Y Y Y

**PHOTO**

Please Affix Your Recent Passport Size Photographs And Sign Across It

Gender* ☐ M- Male ☐ F- Female ☐ T-Transgender

Marital Status* ☐ Married ☐ Unmarried ☐ Others

Citizenship* ☐ IN- Indian ☐ Others (ISO 3166 Country Code )

Residential Status* ☐ Resident Individual ☐ Non Resident Indian ☐ Foreign National ☐ Person of Indian Origin

Occupation Type* ☐ S-Service ( ☐ Private Sector ☐ Public Sector ☐ Government Sector ) ☐ O-Others ( ☐ Professional ☐ Self Employed ☐ Retired ☐ Housewife ☐ Student) ☐ B-Business ☐ X- Not Categorised

### ☐ 2. TICK IF APPLICABLE ☐ RESIDENCE FOR TAX PURPOSES IN JURISDICTION(S) OUTSIDE INDIA (Please refer instruction **B** at the end)

ADDITIONAL DETAILS REQUIRED* (Mandatory only if section 2 is ticked)

ISO 3166 Country Code of Jurisdiction of Residence*

Tax Identification Number or equivalent (If issued by jurisdiction)*

Place / City of Birth* ISO 3166 Country Code of Birth*

### ☐ 3. PROOF OF IDENTITY (PoI)* (Please refer instruction **C** at the end)

*(Certified copy of <u>any one</u> of the following Proof of Identity[PoI] needs to be submitted)*

☐ A- Passport Number Passport Expiry Date D D – M M – Y Y Y Y

☐ B- Voter ID Card

☐ C- PAN Card

☐ D- Driving Licence Driving Licence Expiry Date D D – M M – Y Y Y Y

☐ E- UID (Aadhaar)

☐ F- NREGA Job Card

☐ Z- Others (any document notified by the central government) Identification Number

☐ S- Simplified Measures Account - Document Type code Identification Number

### 4. PROOF OF ADDRESS (PoA)*

☐ 4.1 CURRENT / PERMANENT / OVERSEAS ADDRESS DETAILS (Please see instruction **D** at the end)

*(Certified copy of <u>any one</u> of the following Proof of Address [PoA] needs to be submitted)*

Address Type* ☐ Residential / Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified

Proof of Address* ☐ Passport ☐ Driving Licence ☐ UID (Aadhaar) ☐ Voter Identity Card ☐ NREGA Job Card ☐ Others ☐ Simplified Measures Account - Document Type code

**Address**

Line 1*

Line 2

Line 3 City / Town / Village*

District* Pin / Post Code* State / U.T Code* ISO 3166 Country Code*

☐ 4.2 CORRESPONDENCE / LOCAL ADDRESS DETAILS * (Please see instruction **E** at the end)

☐ Same as Current / Permanent / Overseas Address details (In case of multiple correspondence / local addresses, please fill '**Annexure A1**')

Line 1*

Line 2

Line 3 City / Town / Village*

District* Pin / Post Code* State / U.T Code* ISO 3166 Country Code*

☐ 4.3 ADDRESS IN THE JURISDICTION DETAILS WHERE APPLICANT IS RESIDENT OUTSIDE INDIA FOR TAX PURPOSES* (Applicable if section 2 is ticked)

☐ Same as Current / Permanent / Overseas Address details ☐ Same as Correspondence / Local Address details

Line 1*

Line 2

Line 3 City / Town / Village*

State* ZIP / Post Code* ISO 3166 Country Code*

☐ **5. CONTACT DETAILS** (All communications will be sent on provided Mobile no. / Email-ID) (Please refer instruction **F** at the end)

Tel. (Off) – Tel. (Res) – Mobile –

FAX – Email ID

☐ **6. DETAILS OF RELATED PERSON** (In case of additional related persons, please fill 'Annexure B1' ) (please refer instruction **G** at the end)

☐ Addition of Related Person ☐ Deletion of Related Person KYC Number of Related Person (if available*)

Related Person Type* ☐ Guardian of Minor ☐ Assignee ☐ Authorized Representative

Name* Prefix First Name Middle Name Last Name

(If KYC number and name are provided, below details of section 6 are optional)

PROOF OF IDENTITY [PoI] OF RELATED PERSON* (Please see instruction (**H**) at the end)

☐ A- Passport Number Passport Expiry Date D D – M M – Y Y Y Y

☐ B- Voter ID Card

☐ C- PAN Card

☐ D- Driving Licence Driving Licence Expiry Date D D – M M – Y Y Y Y

☐ E- UID (Aadhaar)

☐ F- NREGA Job Card

☐ Z- Others (any document notified by the central government) Identification Number

☐ S- Simplified Measures Account - Document Type code Identification Number

☐ **7. REMARKS (If any)**

**8. APPLICANT DECLARATION**

- I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.
- I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

Date : D D – M M – Y Y Y Y Place :

Signature / Thumb Impression of Applicant

**9. ATTESTATION / FOR OFFICE USE ONLY**

**Documents Received** ☐ Certified Copies

KYC VERIFICATION CARRIED OUT BY

Date – –

Emp. Name

Emp. Code

Emp. Designation

Emp. Branch

Signature

INSTITUTION DETAILS

Name SYSTEMATIX SHARES AND STOCKS (INDIA) LIMITED

Code I N 0 2 5 1

Signature

**Annexure A1**

## CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Related Person

SYSTEMATIX GROUP™
Investments Re-defined

**Important Instructions:**

A) Fields marked with '*' are mandatory fields.
B) Tick '✓' wherever applicable.
C) Please fill the form in English and in BLOCK letters.
D) Please fill the date in DD-MM-YYYY format.
E) For particular section update, please tick (✓) in the box section number and strike off the sections not required to be updated
F) Please read section wise detailed guidelines / instructions at the end.
G) List of State / U.T code as per Indian Motor Vehicle Act, 1988 is available at the end.
H) List of two character ISO 3166 country codes is available at the end.
I) KYC number of applicant is mandatory for update application.

For office use only Application Type* ☐ New ☐ Update ☐ Delete
(To be filled by financial institution) KYC Number (Mandatory for KYC update request)

### ☐ 1. DETAILS OF RELATED PERSON (Please refer instruction D & E at the end)

☐ Addition of Related Person ☐ Deletion of Related Person ☐ Updation KYC Number of Related Person (if available*)

Related Person Type* ☐ Guardian of Minor ☐ Assignee ☐ Authorized Representative

Name* Prefix | First Name | Middle Name | Last Name

(If KYC number and name are provided, below details are optional)

Maiden Name
Father / Spouse Name
Mother Name
Date of Birth* D D – M M – Y Y Y Y
Gender* ☐ M- Male ☐ F- Female ☐ T-Transgender
PAN* ☐ Form 60 furnished

### ☐ 2. PROOF OF IDENTITY AND ADDRESS*

I Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

☐ A- Passport Number
☐ B-Voter ID Card
☐ C- Driving Licence
☐ D-NREGA Job Card
☐ E- National Population Register Letter
☐ F - Proof of Possession of Aadhaar
II ☐ E-KYC Authentication
III ☐ Offline verification of Aadhaar

☐ PHOTO*
Please Affix Your Recent Passport Size Photographs And Sign Across It

**Address**

Line 1*
Line 2
Line 3 City / Town / Village*
District* Pin / Post Code* State / U.T Code* ISO 3166 Country Code*

### ☐ 3. CURRENT ADDRESS DETAILS (Please refer instruction B at the end)

☐ Same as above mentioned address (In such cases address details as below need not be provided)

I Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

☐ A- Passport Number
☐ B-Voter ID Card
☐ C- Driving Licence
☐ D-NREGA Job Card
☐ E- National Population Register Letter
☐ F - Proof of Possession of Aadhaar
II ☐ E-KYC Authentication
III ☐ Offline verification of Aadhaar
IV ☐ Deemed Proof of Address - Document Type code
V ☐ Self Declaration

**Address**

Line 1*

Line 2

Line 3 City / Town / Village*

District* Pin / Post Code* State / U.T Code* ISO 3166 Country Code*

## ☐ 4. CONTACT DETAILS

Tel. (Off) – Tel. (Res) – Mobile –

Email ID

## ☐ 5. REMARKS (If any)

## 6. APPLICANT DECLARATION

- I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. Incase any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.
- I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

Date : D D – M M – Y Y Y Y Place:

**Signature /Thumb Impression of Applicant**

## 7. ATTESTATION / FOR OFFICE USE ONLY

Documents Received ☐ Certified Copies ☐ E-KYC data received from UIDAI ☐ Data received from Offline verification ☐ Digital KYC Process ☐ Equivalent e-document ☐ Video Based KYC

| KYC VERIFICATION CARRIED OUT BY | INSTITUTION DETAILS |
|---|---|
| Date – – | Name SYSTEMATIX SHARES AND STOCKS (INDIA) LIMITED |
| Emp. Name | Code I N 0 2 5 1 |
| Emp. Code | |
| Emp. Designation | |
| Emp. Branch | |
| [Employee Signature] | [Institution Stamp] |

## 'CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Legal Entity/ Other than Individuals

SYSTEMATIX GROUP
Investments Re-defined

**Important Instructions:**

A) Fields marked with '*' are mandatory fields.
B) Tick '✓' wherever applicable.
C) Please fill the date in DD-MM-YYYY format.
D) Please fill the form in English and in BLOCK letters.
E) KYC number of applicant is mandatory for update application.
F) List of State / U.T code as per Indian Motor Vehicle Act,1988 is available at the end.
G) List of two character ISO 3166 country codes is available at the end.
H) Please read section wise detailed guidelines / instructions at the end.
I) For particular section update, please tick (✓) in the box available before the section number and strike off the sections not required to be updated.

**For office use only** Application Type* ☐ New ☐ Update

*(To be filled by financial institution)* KYC Number *(Mandatory for KYC update request)*

### ☐ 1. ENTITY DETAILS* (Please refer instruction **A** at the end)

☐ Name*

Entity Constitution Type* Others (Specify) (Please refer instruction B at the end)

Date of Incorporation / Formation* D D – M M – Y Y Y Y Date of Commencement of Business D D – M M – Y Y Y Y

Place of Incorporation / Formation* Country of Incorporation / Formation* TIN or Equivalent Issuing Country

PAN * Form 60 furnished

TIN / GST Registration Number

### ☐ 2. PROOF OF IDENTITY (PoI)* (Please refer instruction **B** at the end)

☐ Officially valid document(s) in respect of person authorised to transact
☐ Certificate of Incorporation / Formation ☐ Registration Certificate Regn Certificate No
☐ Memorandum and Articles of Association ☐ Partnership Deed ☐ Trust Deed
☐ Resolution of Board / Managing Committee ☐ Power of attorney granted to its manager, officers or employees to transact on its behalf
☐ Activity Proof - 1 (For Sole Proprietorship Only) ☐ Activity Proof - 2 (For Sole Proprietorship Only)

### ☐ 3. ADDRESS* (Please see instruction **C** at the end)

3.1 Registered Office Address / Place of Business*

Proof of Address* ☐ Certificate of Incorporation / Formation ☐ Registration Certificate ☐ Other Document
Line 1*
Line 2
Line 3 City / Town / Village*
District* PIN / Post Code* State / U.T Code* ISO 3166 Country Code*

3.2 Local Address in India (If different from Above)*

Line 1*
Line 2
Line 3 City / Town / Village*
District* PIN / Post Code* State / U.T Code* ISO 3166 Country Code*

### ☐ 4. CONTACT DETAILS (All communications will be sent to Mobile number/ Email-ID provided" may be used) (Please refer instruction **D** at the end)

Tel. (Off) – FAX –
Mobile – Email ID
Mobile – Email ID

### ☐ 5. NUMBER OF RELATED PERSONS (Please refer instruction **E** at the end)

## ☐ 6. REMARKS (If any)

## 7. APPLICANT DECLARATION (Please refer Instruction **G** at the end)

- I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.
- I/we hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

Date : D D – M M – Y Y Y Y  Place:

Signature / Thumb Impression of Authorised Person(s)

## 8. ATTESTATION / FOR OFFICE USE ONLY

Documents Received ☐ Certified Copies ☐ Equivalent e-document

| KYC VERIFICATION CARRIED OUT BY | | INSTITUTION DETAILS |
|---|---|---|
| Identity Verification | ☐ Done Date | Name SYSTEMATIX SHARES AND STOCKS (INDIA) LIMITED |
| Emp. Name | | Code I N 0 2 5 1 |
| Emp. Code | | |
| Emp. Designation | | |
| Emp. Branch | | |

[Employee Signature]

[Institution Stamp]

Annexure A2 | Legal Entity / Other than Individuals

## CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Related Person

**Important Instructions:**

A) Fields marked with '*' are mandatory fields.
B) Tick '✓' wherever applicable.
C) Please fill the date in DD-MM-YYYY format.
D) Please fill the form in English and in BLOCK letters.
E) KYC number of applicant is mandatory for update application.
F) List of State / U.T code as per Indian Motor Vehicle Act, 1988 is available at the end.
G) List of two character ISO 3166 country codes is available at the end.
H) Please read section wise detailed guidelines / instructions at the end.
I) For particular section update, please tick (✓) in the box available before the section number and strike off the sections not required to be updated

SYSTEMATIX GROUP
Investments Re-defined

For office use only (To be filled by financial institution) Application Type* ☐ New ☐ Update ☐ Delete
KYC Number (Mandatory for KYC update and delete request)

### 1. DETAILS OF RELATED PERSON* (Please refer instruction **E** at the end)

☐ Addition of Related Person ☐ Deletion of Related Person ☐ Update Related Person Details

KYC Number of Related Person (if available*) *If KYC number is available, only 'Related Person Type' & 'Name' is mandatory*

**Related Person Type*** ☐ Director ☐ Promoter ☐ Karta ☐ Trustee ☐ Partner ☐ Court Appointment Official ☐ Proprietor ☐ Beneficiary ☐ Authorised Signatory ☐ Beneficial Owner ☐ Power of Attorney Holder ☐ Other (Please specify)

DIN (Director Identification Number) *(Mandatory if Related Person Type is Director)*

### 1.1 PERSONAL DETAILS (Please refer instruction **E** at the end)

| | Prefix | First Name | Middle Name | Last Name |
|---|---|---|---|---|
| Name* (Same as ID proof) | | | | |
| Maiden Name | | | | |
| Father / Spouse Name | | | | |
| Mother Name | | | | |

Date of Birth* D D – M M – Y Y Y Y

Gender* ☐ M- Male ☐ F- Female ☐ T-Transgender

Nationality* ☐ IN- Indian ☐ Others (ISO 3166 Country Code ☐☐)

PAN* ☐ Form 60 furnished

### 1.2 PROOF OF IDENTITY AND ADDRESS* (Please refer instruction **E** at the end)

I Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

- ☐ A- Passport Number
- ☐ B-Voter ID Card
- ☐ C- Driving Licence
- ☐ D-NREGA Job Card
- ☐ E- National Population Register Letter
- ☐ F - Proof of Possession of Aadhaar

II ☐ E-KYC Authentication

III ☐ Offline verification of Aadhaar

☐ PHOTO*



**Address**

Line 1*
Line 2
Line 3 City / Town / Village*
District* Pin / Post Code* State / U.T Code* ISO 3166 Country Code*

### ☐ 1.3. CURRENT ADDRESS DETAILS (Please refer instruction **E** and the end)

☐ Same as above mentioned address (In such cases address details as below need not be provided)

I Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

- ☐ A- Passport Number
- ☐ B-Voter ID Card
- ☐ C- Driving Licence
- ☐ D-NREGA Job Card
- ☐ E- National Population Register Letter
- ☐ F - Proof of Possession of Aadhaar

II ☐ E-KYC Authentication

II ☐ Offline verification of Aadhaar

IV ☐ Deemed PoA

V ☐ Self Declaration

**Address**

Line 1*

Line 2

Line 3 City / Town / Village*

District* Pin / Post Code* State / U.T Code* ISO 3166 Country Code*

**1. 4 CONTACT DETAILS** (All communication will be sent on provided mobile no. / Email-ID) (Please refer instruction **D** at the end)

Tel. (Off) – Tel. (Res) – Mobile –

Email ID

**2. APPLICANT DECLARATION**

- I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.
- I/we hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

Date : D D – M M – Y Y Y Y Place:

**Signature /Thumb Impression of Applicant**

**3. ATTESTATION / FOR OFFICE USE ONLY**

**Documents Received** ☐ Certified Copies ☐ E-KYC data received from UIDAI ☐ Data received from Offline verification
☐ Digital KYC process ☐ Equivalent e-document

KYC VERIFICATION CARRIED OUT BY

Date – –

Emp. Name

Emp. Code

Emp. Designation

Emp. Branch

[Employee Signature]

INSTITUTION DETAILS

Name SYSTEMATIX SHARES AND STOCKS (INDIA) LIMITED

Code I N 0 2 5 1

[Institution Stamp]

## Details of Promoters/ Partners/ Karta /Trustees and whole time directors forming a part of KnowYour Client (KYC)Application Form for Non-Individuals

Name of Applicant _____ PAN of the Applicant

| Sr. No. | PAN | Name | DIN (For Diectors)/ Aadhaar Number (For Others) | Residential / Registered Addess | Relationship with Applicant (i.e. promoters, whole time directors etc.) | Photograph |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Name & Signature of the Authorised Signatory(ies) Date d d / m m / y y y y

CVL

Place for Intermediary Logo

THIS PAGE IS INTENTIONALLY LEFT BLANK

THIS PAGE IS INTENTIONALLY LEFT BLANK

# PROCESS FLOW

| Sr. No. | Particulars | Date | Name | Signature |
|---|---|---|---|---|
| 1. | Inwards | | | |
| 2. | Verification | | | |
| 3. | Object Rectification | | | |
| 4. | Date Entry | | | |
| 5. | Activation | | | |
| 6. | Dispatch to Godown | | | |
| 7. | Multi Banking | | | |
| 8. | Brokerage Entry | | | |
| 9. | KRA - New ☐ Modifiacation ☐ | | | |
| 10. | CKYC- New ☐ Modifiacation ☐ | | | |

| | |
|---|---|
| Branch Name and Address | |
| Offline / Online Trading | |
| Scheme (if any) | |
| Date of Activation | |
| Internal Reference No. | |

| | |
|---|---|
| Name of Employee | |
| Designation | |
| Employee Code | |
| Date of Verification | |
| Place of Verification | |
| Signature of Employee | |

**FOR OFFICE USE ONLY**

I have met Mr. / Ms. _____ Mr. / Ms._____
(1st Holder / Authorised Signatory) (2nd Holder / Authorised Signatory)
& Mr. / Ms._____ in person and hereby confirm the identity and address as filled in this form
(3rd Holder / Authorised Signatory)
which has been filled in my presence, and I have verified with the original documents

Name of Employee
Employee Code :
Date :
Place :

**Systematix Shares and Stocks (India) Limited**

SIGNATURE

**(Signature of Employee)**

| | **WEALTH TRADE** | **ODIN DIET** |
|---|---|---|
| **Online Software** | ☐ **Express Wealth (EXE)** | ☐ **EXE** |
| | ☐ **Add on Wealth (WEB)** | ☐ **WEB** |

I/We have received a copy of my/our CRF (Client Registration Form) as per Account Opening Kit (Index) along with all supporting documents in ☐ Electronic ☐ Physical mode.

Client Sign : SIGNATURE

Employee Sign : SIGNATURE

Client Name : _____

Employee Name _____

Date : _____

From Version August 2026