

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

(as prescribed by SEBI and Stock Exchanges)

1. The client shall invest/trade in those securities /contracts/ other instruments admitted to dealing 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 Exchanges 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 stock broker to deal in securities and/or deal in derivatives contract 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-operative with the stock broker in all its dealing 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 document 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 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 satisfactions of all dues. In spite of consistently having paid margins, the client may, on 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 insure to place order and execute the trade of the client, only in the Unique Client Code assigned to that client.

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

15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, Byelaws, circulars and notice 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 there under 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 there under.

BROKERAGE

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

LIQUIDATION AND CLOSE OUT OF POSITION

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

20. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/securities in favor of a Nominee shall be valid discharge by the stock broker against the legal heir.

21. The stock broker shall bring to the notice of the relevant Exchange the information about default in payment/delivery and related aspects by a client. In case where defaulting client is corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of Director (s)/ promoter(s) /

partner(s)/ Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

DISPUTE RESOLUTION

22. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.

23. The stock broker shall co-operate in redressing grievances of the client in respect of all transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc.

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

25. The stock broker shall ensure faster settlement of any arbitration proceeding arising out of the transactions entered into between him vis-a-vis the client and he shall be liable to implement the arbitration awards made in such proceedings.

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

TERMINATION OF RELATIONSHIP

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

28. The stock broker, sub-broker and the client shall be entitled to terminate the relationship between them without giving any reason 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 representative or successors, as the case may be.

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

ADDITONAL RIGHTS AND OBLIGATIONS

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transaction routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.

31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Byelaws, Circulars, Notices and Guidelines issued by SEBI and relevant Exchanges where the trade is executed.

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

33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.

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

35. The stock broker shall send daily margin statement 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 understanding 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 e-mail 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 email shall be digitally signed, encrypted, non- tamper able and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamper able.

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

40. The stock broker shall retain ECN and acknowledgment of the e-mail in a soft and non-tamper able form in the manner prescribed by the exchange in compliance with the provisions of the IT Act2000 and as per the extent rules/regulations/circulars guidelines issued by SEBI/Stock Exchange 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 specific period under the extant regulations of SEBI/stock exchange. 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 all possible steps to ensure receipts of notifications of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.

41. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract note in the electronic form. Wherever the ECN s 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 exchange 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 client and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

LAW AND JURISDICTION

43. In addition to the specific rights set out in this document, the stock broker, sub-broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder of 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 Byelaws 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 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 therein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges/SEBI.

47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules/regulations/notices/circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to proceed 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 changes 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 modifications of the rights and obligations of the parties mentioned in this document.

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

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

1. Stock broker is eligible for providing internal 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 Exchange 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 provide 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 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 forget 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 the 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-executions 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 Segment 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 exchange /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 contract 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 and loss, you shall be solely responsible for the same and Stock exchange/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 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 order 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 exchange or its Clearing Corporation and in force from time to time.

Stock 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 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 acquainted with the following:-

1. BASIC RISKS:

1. Risk of Higher Volatility:

Volatility refers to the dynamic changes in price that a security/derivatives contract undergoes when trading activity continues on the Stock Exchanges. Generally, higher the volatility of a security/derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded securities/derivatives contracts than in active securities/derivatives contracts. As a result of volatility, your order may only be partially executed or 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 participant to buy and/or sell securities/derivatives contract 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 investor 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 contract may have to 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/derivative 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 amount may not be effective many a time because rapid movement in market condition 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 regards 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 get activated if and when the security/derivatives contract reaches, or trade 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 and is executed at the limit or better. There is no assurance therefore that 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 announcement 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 time 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 delay in order execution or confirmation.

1.7.1 During periods of volatility, on account of market participant continuously modifying their order quantity or prices or placing fresh orders, there may be delay 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/derivative 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, combinations 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 those 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 price moves against you, you may lose a part of or whole margin amount in 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/derivative 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 limits or circuit breakers etc. D. In order to maintain market stability, the following steps may be adopted: changes in margin rate, increases in the cash margin rate of 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 movement for currencies are influenced by, among other things: changing supply-demand relationship; 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. The 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 position in the options market 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.

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

BEFORE YOU BEGIN TO TRADE

1. Ensures that you deal with and through only SEBI registered intermediaries. You may check their SEBI registration certificate number from the list available on the Stock exchanges BSE www.bseindia.com and NSE www.nseindia.com and SEBI website www.sebi.gov.in.
2. Ensures 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 Disclosures 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, a authorizing I to operate your bank and demat account, please refer to the guidelines issued by SEBI/Exchanges in this regard.

TRANSACTIONS AND SETTLEMENTS

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

securities displaying all the receipts/ deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.

c) On the date of settlement, the stock broker may retain the requisite securities/funds towards 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 obligations 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 exchange 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 exchange 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 proceeding, penal action against the brokers and investors complaints against the stock broker 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 has been mandated by SEBI to designate an e-mail ID of the grievance redressal division/compliance officer exclusively for the purpose of registering complaints.

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

General Clause: 1. The Beneficial Owner and the Depository participant (DP) shall be bound by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996, Rules and Regulations of Securities and Exchange Board of India (SEBI), Circulars/ Notifications/Guidelines issued there under, Bye Laws and Business Rules/Operating Instructions issued by the Depositories and relevant notification 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 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 service as may be agreed to from time to time between the DP and the Beneficial Owner as set out in the Tariff sheet provided by the DP. It may be informed to the Beneficial Owner that "no charges are payable for opening of demat accounts".

6. In case of Basic Services Demat Accounts, the DP shall adhere to the charge structure as laid down under the relevant SEBI and/or Depository circulars/directions/notifications issued from time to time.

7. The DP shall not increase any charges/tariff agreed upon unless it has given a notice in writing of not less than thirty days to the Beneficial Owner regarding the same.

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

Separate Accounts: 9. The DP shall open separate accounts in the name of each of the beneficial owners and securities of each beneficial owner shall be segregated and shall not be mixed up with the securities of other beneficial owner and/or DP's own securities held in dematerialized form.

10. The DP shall not facilitate the Beneficial Owner to create or permit any pledge and/or hypothecation or any other interest or encumbrance over all or any of such securities submitted for dematerialization and/or held in demat account except in the form and manner prescribed in the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996 and Bye-Laws/Operating Instructions/Business Rules of Depositories.

Transfer of Securities: 11. The DP shall effect transfer to and from the demat accounts of the Beneficial Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Beneficial Owner and the DP shall maintain the original documents and the audit trail of such authorizations.

12. The Beneficial Owner reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions.

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

14. However, if there is no transactions in the demat account, or if the balance has become Nil during the year, the DP shall send one physical statement of holding annually to such BOs and shall resume sending the transaction statement as and when there is a transaction in the account.

15. The DP may provide the services of issuing the statement of demat accounts in an electronic mode if the Beneficial Owner so desires. The DP will furnish to the Beneficial Owner the statement of demat accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the DP does not have the facility of providing the statement of

demat account in the electronic mode, then the Participant shall be obliged to forward the statement of demat accounts in physical form.

16. In case of Basic Services Demat Accounts, the DP shall send the transactions statements as mandated by SEBI and/or Depository from time to time.

Manner of Closure of Demat account: 17. The DP shall have the right to close the demat account of the Beneficial Owner, for any reasons whatsoever, provided the DP has given a notice in writing of not less than thirty

days to the Beneficial Owner as well as to the Depository. Similarly, the Beneficial Owner shall have the right to close his/her demat account held with the DP provided no charges are payable by him/her to the DP. In such an event, the Beneficial Owner shall specify whether the balances in their demat account should be transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.

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

Default in payment of charges: 19. In event of Beneficial Owner committing a default in the payment of any amount provided in Clause 5&6 within a period of thirty days from the date of demand, without prejudice to the right of the DP to close the demat account of the Beneficial Owner, DP may charge interest at a rate as specified by the Depository from time to time for the period of such default.

20. In case the Beneficial Owner has failed to make the payment of any of the amounts as provided in Clause 5&6 specified above, the DP after giving two days notice to the Beneficial Owner shall have the right to stop processing of instructions of the Beneficial Owner till such time he makes the payment along with interest, if any.

Liability of the Depository: 21. As per section 16 of Depositories Act, 1996,

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

Freezing / Defreezing of accounts:

22. The Beneficial Owner may exercise the right to freeze/defreeze his/her demat account maintained with the DP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions.

23. The DP or the Depository shall have the right to freeze/defreeze the accounts of the Beneficial Owners on receipt of instructions received from any regulatory or court or any statutory authority.

Redressal of Investor grievance: 24. The DP shall redress all grievances of the Beneficial owner against the DP within a period of thirty days from the date of receipt of the complaint.

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

Law and Jurisdiction: 26. In addition to the specific rights set out in this document, the DP and the Beneficial owner shall be entitled to exercise any other rights which the DP or the Beneficial Owner may have under the Rules, Bye Laws and Regulations of the respective Depository in which the demat account is opened and circulars/notices issued there under or Rules and Regulations of SEBI.

27. The provisions of this document shall always be subject to Government notification, any rules, regulations, guidelines and circulars/notices issued by SEBI and Rules, Regulations and Bye-Laws of the relevant Depository, where the Beneficial Owner maintain his/her account, that may be in force from time to time.

28. The Beneficial Owner and the DP shall abide by the arbitration and conciliation procedure prescribed under the Bye-Laws of the depository and that such procedure shall be applicable to any disputes between the DP and the Beneficial Owner.

29. Words and expressions which are used in this document but which are not defined herein shall unless the context otherwise requires, have the same meanings as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued there under by the depository and/or SEBI.

30. Any changes in the rights and obligations which are specified by SEBI/Depositories shall also be brought to the notice of the clients at once.

31. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-Laws, Rules and Regulations of the relevant Depository, where the Beneficial Owner maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

POLICIES AND PROCEDURES PERTAINING TO DEALINGS WITH CLIENTS

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

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

2. CLIENT'S EXPOSURE LIMITS:

WMS from time to time may impose quantity and/or value limits on the orders that a client can place through its system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which order can be placed etc). WMS may need to vary or reduce the limits or impose new limits urgently on the basis of risk perception and other factors considered relevant including but not limited to restrictions on limits on account of exchange/SEBI/directives/limits (such as broker level/market level limits, security specific/volume specific exposures etc.). WMS may be unable to inform the client of such variation, reduction or imposition or the client's inability to route any order through WMS on account of any such variation, reduction or imposition of limits. Such exposure limits may be set up to a pre-determined number of times of the Margin (the "Multiple") and the quantum of the Multiple shall be decided at sole option or discretion of WMS. Such multiple may be changed at the discretion of WMS from client to client depending on various factors, which inter alia include factors like market conditions. Client shall abide by the exposures limits, if any, set by WMS or by the Exchange or Clearing Corporation or SEBI from time to time. The exposure limits set by WMS do not create any right in favour of the Client and are liable to be withdrawn at any time without notice and the client shall bear the loss on account of withdrawal of such limits. WMS may at any time, at its sole discretion and without prior notice, prohibit or restrict the client's ability to place orders or trade in securities through WMS, or it may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute/allow execution of orders due to various factors including but not limited to the reason of lack of margin/securities or the order being outside the limits set by WMS/Exchanges/SEBI and any other reasons which WMS may deem appropriate in the circumstances.

Limits/Exposures provided shall vary based on the intraday profit/loss made by the client. Exposures limit against collateral/stocks shall be given only against approved securities as decided by the Exchanges/WMS from time to time and subject to such haircut and valuations as may be decided by WMS from time to time. WMS from time to time may change the applicable haircut or apply a haircut higher than that specified by the Exchanges. In case of derivatives, Clients shall be allowed to trade only upto the applicable clientwise position limits set by the Exchanges/Regulators from time to time. WMS is entitled to include/appropriate any/all pay out of funds&/or securities towards margin/security without requiring specific authorizations for each pay out. WMS is entitled to transfer funds &/ or securities from client account for one exchange &/ or one segment of the exchange to his/her/its account for another exchange &/ or another segment of the same exchange whenever applicable and found necessary by WMS.

3. BROKERAGE RATE:

Brokerage will be charged within the limits prescribed by SEBI/Exchange(currently2.5%). Further, statutory levies shall be changed as applicable. Schedule of Brokerage currently applicable shall be as per Schedule A. The slab rate of brokerage shall be reviewed by WMS from time to time and may be changed in such manner as WMS may deem fit provided that the same would not contradict the regulatory provisions. WMS is entitled to charge brokerage within the limits imposed by exchange which at present is as under.

4. IMPOSITION OF PENALTY/ DELAYED PAYMENT CHARGES:

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

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

WMS shall have the rights to square off the position of the Client (including the right to refer the matter to arbitration) with no obligation of communicating the same to the client, for non payment of margins or other amounts, including the pay in obligations, outstanding debts etc. and adjust the proceeds of such liquidation/close out, if any, against the clients liabilities/obligations. WMS reserves the right to decide the order to order price keeping in view of the size of the order and the depth of the market.

If the client does not require off his open intraday positions before the specified time (currently 2.45 p.m.) or the client does not convert the open positions to delivery. WMS shall attempt to square off/close out the open positions on the same day before closure of the market. On the days of market volatility or when there are system issues, WMS shall have the right to change/modify the timing of square off by either pre-poning or postponing the same. Further, whenever any price of stock or underlying contract breaches the internally prescribed percentage change, WMS may at its discretion square off the existing open positions in the Margin segment(s) without giving

any prior notice to the customers. However, WMS does not guarantee square-off of open positions. Clients solely are responsible for profit/losses from open positions.

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

The Client accepts to comply with WMS's requirement of payment of Margin/settlement obligations of the Client, immediately failing which WMS may sell or dispose the securities already placed with it as Margin/lying in the beneficiary account of WMS and/or cancel pending orders and/or square off all or some of the outstanding margin/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. WMS shall be fully indemnified and held harmless by the Client in this behalf at all times. The client shall ensure timely availability of funds/securities in designated form and manner at designated time and in designated bank and depository account(s) at designated place, for meeting his/her/its pay in obligation of funds and securities.

If the client fails to maintain or provide the required margin/funds/security or to meet the funds/margins/securities pay in obligations for the orders/ trades/ deals of the client within the prescribed time and form, WMS shall have the right without any further notice or communication to the client to take any one or more of the follow. Steps:

- (i) To withhold any payout of funds/securities.
- (ii) To withhold/disable the trading/dealing facility to the client.
- (iii) To liquidate one or more security(s) of the client by selling the same in such manner and such rate which the stock broker may deem fit in its absolute discretion. It is agreed and understood by the client that securities here includes securities which are pending delivery/receipt.
- (iv) To liquidate/square off partially or fully the position of sale&/or purchase in any one or more securities/contracts in such manner and at such rate which the stock broker may decide in its absolute discretion.
- (v) To take any other steps which in the given circumstances, the stock broker may deem fit.

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

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

The client has to maintain applicable margin all the time i.e. till positions are open. WMS reserves the right to change/modify the margin requirements at any point of time and if the client fails to meet the margin requirements, WMS has the discretion to square off the open positions to the extent that the existing margin after deducting MTM losses meets Initial Margin requirements of WMS for the remaining open positions. WMS may decide at its sole discretion to exercise or not to exercise the rights to square off the positions, which are failing to meet the margin requirements. Further, the client has been provided with tool/web page on the trading website through which he can ascertain details of his open positions, amount of margin blocked, margins required, MTM loss, margin percentage etc.

The MTM losses and margin requirement displayed on these web pages will be considered as demand for the additional margin required by WMS. WMS may not inform each and every client (one to one), regarding the margin requirements/additional margin top up calls/margin availability before squaring off the open positions. Clients are responsible/bound to monitor and review their open positions and margin requirements all the times and furnish the additional margin to WMS before the positions are squared off by WMS.

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

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

The treatment of shortages shall be as below:

a) Short Delivery to the Exchange for scrip at the broker level:

In case of short delivery to exchange the settlement happens as per the auction/close-out mechanism of Exchange and auction/close-out debit received shall be passed to the defaulting client who did not fulfill his selling obligation.

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

The valuation price shall be higher of 5% above the closing price of Auction date in normal market of the exchange, or Highest traded price between Trade date and Auction date. The defaulting client on sell side will be debited by the amount equivalent to the quantity short delivered multiplied by the valuation price. The client on the buy side will be credited by the same amount debited to defaulting client on sell date as computed above.

All losses to the client on account of the above shall be borne solely by the client and WMS shall not be responsible for the same. In case of any claim against WMS, the Client shall indemnify WMS in this regard. All the securities having corporate action will be settled on cum basis in favour of buyer. There will be no further communication for the same.

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

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

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

WMS may disable/freeze the account&/or trading facility/any other service facility, if, in our sole opinion the client has committed a crime/fraud or has acted in contradiction of this Terms & Conditions or/ is likely to evade/violate

any laws, rules, regulations, directions of a lawful authority whether Indian and foreign or if the stock broker so apprehends.

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

In case the client has given a Power of Attorney to WMS, may use its discretion to debit the bank/demat accounts of the customer to recover dues/margin etc.

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

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

The client may request WMS by giving a 7 days prior notice in writing, to suspend his account temporarily. WMS may suspend/close the client account, if WMS observes any abnormal or suspicious activity in the client account through its monitoring and surveillance of the client account. WMS may also at any time, suspend or close the client account due to any action from SEBI (e.g. SEBI orders) or Exchanges/circular or other regulatory actions. Further, WMS may also temporarily suspend/close the client account if there is no activity in the client account for a period of 24 months, as deemed fit by WMS from time to time. WMS/Client can also initiate closure of account by giving 30 days written notice. Further, WMS can with holds the payouts of client and suspend his/her trading account due to his surveillance action or judicial or/and regulatory order/action requiring client suspension.

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

9. DEREGISTRATION OF A CLIENT:

WMS shall also be entitled to deregister the client:

1. If the client breaches any terms, conditions.
2. Upon the death, winding up, bankruptcy, liquidation or legal incapacitation of the client or is designated as a defaulter by any credit rating agency or any action or proceedings have been initiated by the relevant Regulation/Authority including without limitation to SEBI.
3. The client has misrepresented facts at the time of giving instructions or otherwise.
4. Any proceedings or investigations that involve the client or his/its properties have been initiated or is ongoing.
5. The client has violated the applicable law particularly the securities law and Bye-laws, Rules and Regulations of the respective Stock Exchanges on which the client trades.
6. If the actions of the client are prima facie illegal/improper or such as to manipulate the price of any securities or disturb the normal/proper trading in securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.
7. On receipt of the order from the Regulatory authorities/SEBI/Police Authorities/Others.
8. If the client is declared as debarred entity by the regulatory authorities.
9. Where the client has not declared debits in his/her account in prescribed time.
10. Irregular trading pattern from surveillance/Money Laundering perspective.
11. Where the client is categorized as ineligible due to being non-traceable, pending disputes, and any other circumstances leading to raising non confidence in client including return of undelivered couriers citing reason of no such person/addressee left/refusal to accept mails or Digital Contract NOTES (DCN) failed (Bounced email) on more than 3 instances or non updation of financial and other details viz email id, mobile no., land line, details or it is found to be belonging to a third person.
12. Under such other circumstanced as WMS might think just and proper on case-to-case basis.
13. If the client is found to be KYC non compliant, WMS shall have the right to close out the existing positions, sell the collaterals to recover any dues with or without consent of the client before the de-registration of the client.
14. If the client being a partnership firm, has taken any steps and/or its partners has taken any steps for dissolution of the partnership.

15. If there is reasonable apprehension that the Client is unable to pay its debts for the Client has admitted its inability to pay its debts, as they become payable;
16. If the client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the Stock broker;

INACTIVE CLIENT ACCOUNT: A Client account will be considered as inactive if the client account does not record any trade or does not register any financial transaction like IPO, Bonds, Mutual Fund etc, for a period of 2 years. Calculation will be done at the beginning of every month and those clients who have not traded even a single time or did not execute any financial transaction like IPO, Mutual Fund etc. through WMS in the preceding 24 months will be considered as inactive. If the account is tagged as a dormant/inactive then the surplus Funds or Securities lying with WMS Shall be refunded/returned to clients at such other address as mentioned in the account opening form.

REACTIVATION: The client can reactivate his/her trading account by calling the Call centre (after due authentication) or by sending a request email from his/her registered email id or by submitting a physical letter duly signed.

The company shall also have the discretion to reactivate a trading account, after doing adequate due diligence, as the company may consider fit and proper.

Client Acceptance & Acknowledgement:

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

The execution of this document by the client is voluntary. However in case the client wish to avail of the online trading services with the linkage of Broking, bank and demat account, then execution of this document by the client is required in order to facilitate seamless and hassle free trading and settlement of transactions.

NON-MANDATORY DOCUMENTS

ADDITIONAL TERMS & CONDITIONS (THIS DOCUMENT IS VOLUNTARY)

TRADING TERMS & CONDITIONS

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

1. VERIFICATIONS:

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

2. SECURITIES ACCOUNT:

- 2.1. The Client states that he has opened/agrees to open a valid and subsisting the Securities account with the depository participant (Designated DP) namely with AXIS Bank Limited / IL&FS Securities services LTD to facilitate seamless settlement of transactions undertaken through the stock broker.
- 2.2. In the event of any change in the details of the Securities Account or any other relevant details, the Client shall first update such changes with the Stock Broker.

3. COMPLIANCE WITH APPLICABLE LAWS:

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

4. AUTHORIZED PERSON:

The instructions issued by an authorized representative (applicable for Corporate Clients), if any, of the Client shall be binding on the Client in accordance with the communication authorizing the said representative to deal on behalf of the said Client. In the event of authorized representative being replaced it shall be the responsibility of the Client to inform the Stock Broker of the change, in writing, failing which the Client shall be responsible for the trade obligations arising out of the actions of both the old representative as well as the new representative.

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

5. RISK DISCLOSURE:

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

The client agrees and declares as follows, that:

- (a) All monies, securities which the Stock Broker may hold on Client's account shall be held subject to a general lien for the discharge of Client's obligations to the Stock Broker.
- (b) The client shall not, acting alone or in concert with others, directly or indirectly, hold and control excess number of permitted Derivatives contracts as fixed from time to time by the Exchanges.
- (c) The client shall not exercise a long or short position where, acting alone or in concert with others, directly or indirectly the Client will have exercised in excess of the number of permitted futures contracts as may be fixed from time to time by the Exchanges.
- (d) The Client authorized the Stock Broker at the discretion of the Stock Broker, should the Stock Broker deem it necessary for the Stock Broker's protection to buy, sell or close out any part or all of the derivative contracts or any securities held in the Client's account with the Stock Broker. Any or all such incidental expenses incurred by the Stock Broker shall be reimbursed by the Client.

6. TRADING HOURS:

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

7. EXPOSURES LIMITS:

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

7.2. In case the Client wants to avail of the trading facility (leveraged positions), an exposure limit as may be specified by the Stock Broker from time to time as a multiple of buying power available to the credit of the Client from time to time shall be provided during the same trading day. Buy and sell positions can be carried forward till specified time before closure of the business hours on the same day, before Which the Client will have to provide funds/securities are not made available before the stipulated time, the buy position shall be squared off at the discretion of the Stock Broker. Any shortfall in securities will be handled as per the Exchange/Stock Broker

norms. Gains or losses on account of square off/auction, auction charges, penalties, etc., shall be to the account of the Client.

8. MARGIN:

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

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

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

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

8.5. In the event that Securities have been placed as Margin with the Stock Broker, all corporate benefits accruing to such Securities shall form part of the Margin. In the case of discretionary corporate benefits including without limitation, rights shares, the Client shall inform the Stock Broker prior to the records date and replace the said Securities as may approved and accepted to the Stock Broker at least 10 days prior to the record date or within such other period as may be acceptable to the Stock Broker. In case the Stock Broker is satisfied with the actions initiated by the Client such Securities shall be transferred to the Securities Account or the Stock Broker may take the necessary actions to avail of any such corporate benefits.

8.6. Shortfall in Margin:

(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 placed with the Stock Broker as Margin or other Securities in possession or control of the Stock Broker may be liquidated by the Stock Broker as a risk containment measure after making reasonable attempt to inform the client for such top up margin. The resultant or associated losses that may occur due to such squaring off or sale of such Securities shall be borne by the Client. Such liquidation or close out of positions shall apply to any segment in which the Client does business with the Stock Broker.

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

8.8. Further, the Client agrees to keep itself abreast of the stock market activity and news. The Client agrees that in case of high market volatility, the Stock Broker may require the Client to pay additional Margin immediately in addition to the Margin that may have already been paid or placed by the Client. The Client agrees that the Stock Broker in the absence of such payment or top-up, may as a risk containment measure be

compelled to, in the circumstances, square-off all or any open/outstanding positions, prevent any new orders from being placed and/or executed by the Client or take such other action as the Stock Broker may think fit and proper.

8.9. Any amendment in the percentage of Margin as required to be maintained shall be intimated by the Stock Broker to the Client by posting the updated required percentage of margin on Stock Broker's website or by such other means such as Email/SMS as the Stock Broker may deem fit. The Client is required to replenish the shortfall in such Margin, if any, on demand of the same by the Stock Broker or otherwise, immediately.

8.10. All Margin placed by the Client may be invoked or utilized by the Stock Broker in such circumstances as may be permitted by the Exchange and/or by Regulations, Rules, Bye-laws or Circulars. In addition to the above all Margin may be appropriated or utilized in the event of any default by the Client and/or set off against any liability of the Client to the Stock Broker or otherwise.

9. EXECUTION OF TRANSACTION REQUESTS:

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

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

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

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

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

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

9.6. The Client shall not be entitled to presume that any order transmitted by the Client has been received by the Stock Broker until the Stock Broker has confirmed receipt of such order. However, due to technical or other factors, a transaction order/request which has been received by the Stock Broker may not be immediately confirmed to the Client. Such delay in confirmation shall not entitle the Client to presume that the order has not been received by the Stock Broker and the principle mentioned in the first sentence of this clause shall apply.

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

9.8. In respect of Future derivatives contracts entered into by the Client, the Client may, from time to time, be entitled to receive amounts representing marked to market profits and shall be liable to pay amounts representing marked to market losses. The Client shall forthwith on demand by the Stock Broker pay to the Stock Broker the amounts representing marked to market losses.

9.9. The Client agrees that orders, instructions and other communications given or made over the telephone may be recorded by the Stock Broker. The Client also agrees that such recording and the Stock Broker's records of any orders, instructions and communications given or made by the Client or the Stock Broker by electronic mail, fax or other electronic means shall be admissible as evidence. If the Stock Broker so chooses to record the orders, instructions and communications, he shall be free to store the same for such period of time as the Stock Broker deems fit and the Stock Broker may overwrite, erase or destroy such records at such intervals as it may deem fit. However, the Stock Broker shall retain the relevant records till such period as the Regulations requires.

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

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

10. PURCHASE OF SECURITIES:

10.1. For execution of any purchase transaction, the client would be required to have sufficient buying limits the stock broker which shall be blocked at the time of processing purchase order. In the absence of sufficient buying power in the client's account any purchase order placed by the client through the web site or tele trading facility of the stock broker may be routed through the terminal of the stock broker only upon the client's transfers from the payment gateway of the Designated Bank to the Stock Broker.

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

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

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

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

11. SALE OF SECURITIES:

11.1. For execution of any sale transaction under cash and carry delivery products, the Client would be required to have sufficient securities in the Securities Account with the Stock Broker or the Designated DP, which shall be blocked at the time of processing sale order.

11.2. The Client will be allowed to associated/map Securities Accounts of the Client and may be required to execute a Power of Attorney in favour of a Stock Broker or Designated DP to facilitate seamless Securities pay in operations. The delivery shall be accepted only and exclusively from this Securities Accounts of the Client.

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

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

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

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

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

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

12. SETTLEMENT:

12.1. The Stock Broker's obligation to settle any transaction (s) or act any requests/orders is conditional upon the Stock Broker having on or before the execution date and/or demanded by the Stock Broker's all proper documentation and relevant Securities and/or funds in the Securities Account and/or the Bank Account, as the case may be, necessary to complete the transaction concerned or to act upon that request. The Client agrees to pay all amounts/funds/provide Securities in respect of any transaction as they become due regardless of any right to set off or counterclaim and without withholding or deduction for any taxes of whatever nature, unless expressly required including without limitation, by applicable Exchange rules and regulations, laws, government authorities, courts, statutes, Bye-laws and Regulations and amended from time to time. All such amounts/funds/ Securities shall be free from any encumbrance or charges and the Client has a valid title on the same.

12.2. In relation to each order / request , the stock broker may in accordance with a power of attorney granted to the stock broker by the client instruct the designated bank and / or the designated DP to, earmark such cash and / or securities in the client's bank account or securities account (as relevant) to cover:

(i) The client's order / request, (ii) any costs, taxes, levies or fees required in order to act on such request/order/or consequent to such request / order; (iii) such amount as the stock broker considers necessary in its sole discretion to cover any price fluctuation in the securities that are the subject of the order executed including all

types of margin; and (iv) all such other amounts in relation to each order / request executed. The client also confirms that the client shall further instruct and authorize the designated payment/transfer instruction

12.3. Any securities purchased pursuant to a request or order shall be credited to the securities account within one working day upon / clearing house.

12.4. Any obligation of the stock broker to deliver cash or securities to the client shall be conditional upon receipt by the stock broker of the sale proceeds or deliverable securities , as applicable. From the exchange.

12.4. In case where a request /order is partially executed , the client authorizes the stock broker to instruct the designated bank and /or the designated DP to release the earmarking in favour of client that portion of the transaction amount that relates to the request / order that has not been executed.

12.5. The proceeds of all sales of securities pursuant to any order or request will be credited to the bank account directly upon receipt from the relevant exchange / clearing house and or withholdings, to which the stock broker is entitled or as is required under the applicable laws.

13. CLOSE OUT:

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

13.2. In case of debit balance in the client account, the client authorizes the stock broker to buy, sell or close out all or any part of the derivative contracts held in the client's account as the stock broker may deem necessary as part of its risk containment measures at its sole discretion. Any and all such expense incurred by the stock broker shall be to the account of the client and shall be reimbursed to the stock broker.

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

14.1. In the event of an order or request being annulled by any exchange, the stock broker shall have by the client. 14.2. If due to a merger, demerger, amalgamation, reorganization or other corporate action or book-keeping or data entry error, the client sells more securities than he actually owns or different securities from what he owns, the stock broker shall not be responsible for any losses that the client may incur by reason thereof. It shall be the responsibility of the client to keep itself fully informed of any such merger, demerger, amalgamation, reorganization or other corporate action. 14.3. The client is aware of and acknowledges that the electronic trading systems may be vulnerable to unforeseen circumstances the stock broker may not be able to execute the desired transaction (either the Client's own transactions or square off transactions for enforcing margins as provided in this Document on a timely basis). The Stock Broker does not accept responsibility for any losses that the Client may incur or such eventualities beyond the control of the Stock Broker. 14.4. The Stock Broker reserves the right to reject any order based on its risk perceptions.

15. CANCELLATION /MODIFICATION OF ORDERS:

15.1. When the Client places a request to cancel/modify an order/ transaction, the cancellation/modification of the order/transaction is not guaranteed. The order/transaction request may be cancelled /modified if the Client's request for cancellation/modification of his/her order/transaction request is received and the order/transaction request is successfully cancelled before it is executed. The same shall be subject to (i) the request/order not

having been acted upon or executed by the Stock Broker and/or the Exchange and/or the Designated Bank and/or the Designated DP, as the case may be;(ii) the Stock Broker and/or the Exchange and/or the Designated Bank and/or the Designated DP, as the case may be, being able to make or allow any cancellation or modification to such order/transaction; and (iii) the Stock Broker communicating a statement to the Client to the effect that it accept such cancellation or modification. 16.2. The Exchange concerned may cancel/annual a trade suo-moto without giving a reason thereof. In the event of such cancellation, the Stock Broker shall be entitled to cancel relative contract(s) with the Client. 16.3. The Stock Broker shall not be responsible for any order that is made by the Client by mistake and every order that is entered by the client through the use of the allotted username and the security code(s) shall be deemed to be a valid order for which the Client shall be fully responsible.

16. CONFIRMATION:

16.1. Online trade confirmation, order cancellation will be made available to the Client on the system upon execution/cancellation of his order on the market or of an order placed by him through the Stock Broker's Internet trading system/Securities trading through use of Wireless Technology (STWT)/Call& Trade/branches. It is the responsibility of the Client to review upon first receipt whether delivered to him online, in the mail, SMS, web posting, by electronic mail or other electronic means. The Stock Broker shall issue to the Client a Contract Note for purchase/sale of securities at the designated correspondence address and/or e-mail address provided by the Client as per client's request. The aforesaid information regarding order and trade confirmation shall be provided on the device of the client in case of STWT. In case of client uses Call and Trade facility to trade, the confirmation of the trade should be sent in the form of physical and/or Digital Contract Notes as required by the client.

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

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

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

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

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

17. DELAYED REPORTING OF TRANSACTIONS:

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

18. MARKET DATA:

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

18.2. The Client shall no furnish market information provided by the Stock Broker to any other person or entity for consideration or otherwise and in the event the Client uses such information he shall do so at his own risk and cost.

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

19. INABILITY TO RECEIVE/TRANSFER SECURITIES:

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

20. RESTRICTIONS ON TRADING:

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

21. BROKERAGE COMMISSIONS AND FEES:

21.1. The Client agrees to pay the Stock Broker brokerage, SEBI turnover fees, service tax and other taxes, transaction charges, STT, Stamp Duty as they exist from time to time and as they apply to his Trading account on the transactions and services that he receives from the Stock Broker. The Brokerage and commission charges as may be applicable shall be communicated by the Stock Broker to the Client either individually by email or by posting the charges on its website from time to time and shall apply depending upon the facilities availed by Client.

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

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

22. LIEN, NETTING AND SET-OFF:

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

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

22.2. The Stock Broker shall have the right at its sole discretion, to determine which Securities and properties are to be sold and which contracts or positions are closed out and the order and stock exchange in which they are to be sold or closed out. The lien created hereunder will remain in full force and effect by way of continuing security and will not be effected in way by any settlement of account or other matter. The Stock Broker shall not be liable as result of taking or refraining from taking any action in good faith in the circumstances contemplated by this clause.

23. ACCOUNTS STATEMENT:

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

23.2. Notices and other communications, including, but not limited to, margin and maintenance calls, shall be delivered or mailed to mailing address or the electronic mail address or by way of a Short Message Service (SMS) to the mobile number provided by the Client.

24. TRANSACTIONS IN CASH AND DERIVATIVE SEGMENT:

24.1. In case of the Client undertaking the transactions simultaneously in cash and derivative segments. (i) The shares received from the exchange in the pay out of cash segment may at the discretion of the stock broker be considered for the clients derivatives margin account to be utilized as margin for the derivatives transactions that the client may undertake. (ii) The Stock Broker may transfer such shares purchased by the Client in the Cash Segment towards margin requirements for Clients derivative transactions as the Stock Broker may deem fit or expedient.

The funds or securities once blocked on the instructions of the Client or the Stock Broker in connection with a transaction entered into by the Client with or through the Stock Broker shall be released only with the express written consent of the Stock Broker to the Designated Bank or the Designated DP. The Client understands that the release of the shares deposited as margin and the transfer of the same back to the Clients designated Securities Account would take up to three working days.

25. TELEPHONE RECORDING:

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

26. CONFLICT OF INTEREST:

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

27. LIMITATION OF LIABILITY:

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

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

27.2. Notwithstanding anything to the contrary stated in the Document or otherwise, the Client shall, before placing any orders or requests through the Stock Broker, keep himself/itself update of any restrictions imposed by any authority and shall immediately intimate the Stock Broker about such restrictions before placing such order or request. If the Stock Broker inadvertently executes an order or request in breach of any restrictions, which was not intimated by the Client to the Stock Broker prior to execution of such order or request, then all ensuing costs, damages, penalties, fees or other losses, arising out of such trade/transaction shall be entirely borne by the Client.

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

27.4. The Client affirms that the client makes all trading decisions with reliance on its own judgment and the Stock Broker does not owe the Client any duty to provide advice on the merits and suitability of any investment/order/request. Any trading recommendation or market related or other information communicated to the Client is incidental to the provision of the services by the Stock Broker to the Client. The Stock Broker gives no representation, warranty or guarantee as to the accuracy or completeness of such information. Without limiting

the generality of the foregoing, the Stock Broker will not provide the Client with any tax or legal advice of any kind and the Client will be responsible for obtaining its own advice from its advisors.

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

27.6. The Client acknowledges that the Stock Broker may from time to time allow the Client or his authorized representative (in case of corporate clients) to place orders/instructions for services pertaining to Stock Broking through the Stock Broker's website, telephonically, through electronic mode and in such other manner as may be permitted under Applicable Laws and acceptable to the Stock Broker. The Client declares and confirms that the Client has, for the Client's convenience and after being fully aware of, and having duly considered the risks involved inter alia for routing order over the telephone or the Stock Broker's Website/System, e-mail including the risk of misuse and unauthorized use of his/its Client ID and/or Username and the Password by a third party and the risk of a person hacking into the Client's Account on the Stock Broker's Website/System (which risk shall be borne fully by the Client) requested and authorized the Stock Broker to rely upon and act on such instructions.

The Client agrees that he/it shall be fully liable and responsible for any and all authorized use and misuse of his/its Username/Client user identification number and the password. The Client is aware that the Stock Broker is agreeable to offer the Facility of transmitting the orders and instructions over the Stock Broker's Website/System only if the Stock Broker is not required to bear and only if the Client agrees to bear, the risk responsibility and liability of such misuse or unauthorized use. The Client further declares and confirms that the Client is aware that the Stock Broker is agreeing to act on the basis of/only by reason of, and relying upon, the Client indemnifying the Stock Broker and that the Stock Broker would not have done so in the absence thereof.

28. PROPRIETARY TRADING:

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

29. SMART ORDER ROUTING AND MOBILE TRADING FACILITIES:

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

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

The Client should also be conscious that using the Mobile Trading Service including sending the instructions or message and conducting transactions through Mobile Trading may carry extra risks and may not be as secure as using the Service including sending message or instructions and conducting transactions via internet trading at www.wealthmills.in. Specifically, information and instructions (including inputting password for Mobile Trading) sent to the stock broker and any message, information and confirmation that the client receive from the stock broker through Mobile Trading is subject to the risk of being read, interrupted, intercepted, or defrauded by third party or otherwise subject to manipulation by third party or involve delay in transmission. The stock broker does not accept any responsibility or liability to the client or any third party for the consequences arising out of or in connection with using, accessing and conducting transactions through Mobile Trading. The client should therefore

fully consider all the risks relating to the Service, especially the additional risks that may be involved before the client proceed to login to WMS Mobile Trading. Other terms are as under:

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

30. SUPPLEMENTAL TO RIGHTS AND OBLIGATIONS PRESCRIBED BY SEBI:

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

DEFINITIONS:

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

1. "**Account(s)**" shall mean the Bank Account and /or the Securities Account and/or the Trading Account as the context may require.
2. "**Account Application**" mean application submitted by the Client to open a Trading Account or the Know Your Client (KYC) form. It may also be referred as Client Registration Form.
3. "**Access Security Codes**" or "**ASC**"- mean the Client's user names, customer user identifications, Client logins, passwords, phone ids, T Pin, Digital signatures (by whatever name called) and such other identifications, codes, passwords, etc. including the revised or changed, that may be created by and or for the Client to facilitate access to the trading system and availing of the services provided by the Stock Broker.
4. "**Document**" means this Document that the Stock Broker enters into with the Client read in conjunction with the Right and Obligations are prescribed by SEBI, authorisations and other writing appended hereto, as amended from time to time.
5. "**Applicable Law(s)**" means applicable statutes, regulations, notifications, circulars, ordinances, requirements, directions, guidelines, announcements or other actions or requirements of an Authority including the Securities Contracts (Regulation) Act, 1956 and the rules thereunder, the Securities and Exchange Board of India Act, 1992 and all rules and regulations made thereunder, the rules, regulations and bye-laws of the Exchanges and all other relevant notifications/ circulars issued by SEBI or the Exchange as the case may be.
6. "**WMS**" or "**WEALTHMILLS SECURITIES PRIVATE LIMITED**" means WEALTHMILLS SECURITIES PRIVATE LIMITED a company registered under the companies Act, 1956 and a member of the BSE having its Registered Office at unit no 49 , arenja complex , sector 8 , cbd Belapur , Navi Mumbai -400614. Maharashtra , India.
7. "**Bank Account**" means one or more saving and/or current account assigned for the purpose of availing services by the Client.

8. **"Brokerage"** means the amount charged by the Stock Broker to the Client as brokerage for a trade or transaction or for any other services.
9. **"BSE"** means the Bombay Stock Exchange Limited and includes the various segments of the Exchange.
10. **"Business Day"** means any day on which any of the Stock Exchanges, where the Stock Broker is authorized to trade, are operational.
11. **"Client Account /Account"** means an account opened by the Stock Broker in the name of the Client on its records and shall include the Bank Account and/or a Securities account in which the cash or securities of the Client are deposited in the name of the client.
12. **"Contract Note"** means the confirmation sent by the Stock Broker to the Client stating the shares or securities purchased and/or sold pursuant to the Client's instructions as prescribed by the Applicable Laws.
14. **"Designated Bank"** means bank designated by the Stock Broker and for which payment gateway is provided for facilitating Clients to transfer funds for their securities and other related transactions.
15. **"Designated DP"** MEANS ISSSL LTD and Axis Bank Limited as depository participant.
16. **"Exchange"** means the **BSE and/or the NSE and / or MCX SX as the context may require.**
17. **"Exchange Provisions"** means the rules, byelaws, regulations, business requirement, specifications, handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes the Minimum Requirements Handbooks for ITORS prescribed by the BSE, as amended from time to time.
18. **"Rights and Obligations"** refers to the Rights and Obligations document as prescribed by SEBI.
19. **"NRI"** means a Non-Resident Indian as defined under Foreign Exchange Management Act, 2000.
20. **"NSE"** means the National Stock Exchange of India Limited. MCX SX means MCX Stock Exchange Limited and includes the various segments.
21. **"Password"** means codes used by the Client to validate his/her username and access the service.
22. **"Politically Exposed Person"** are the individual who are or have entrusted with prominent public functions in a foreign country.
23. **"Power of Attorney"** or **"POA"** means the power of attorney over the Bank Account and/or the Securities Account provided by the Client to the stock broker (WMS).
24. **"RBI"** means the Reserve Bank of India.
25. **"SEBI"** means the Securities & Exchange Board of India.
26. **"Securities"** includes: -
(i) "securities" as defined under the Securities Contract (Regulation) Act, 1956; (ii) shares, scrips, stocks, bonds, warrants, convertible and non-convertible debentures, fixed return investments, equity linked instruments, money market instruments, treasury bills, units issued by the Unit Trust of India and/or by any mutual funds, mortgaged backed or other asset backed securities, derivatives, derivative instruments, options, futures, foreign currency contracts, hedges, swaps and any other securities issued by any company or other body corporate, any trust, any entity, the Central Government, any State Government or any local or statutory authority and all money rights or property that may at any time be offered or accrue (whether by rights, bonus, redemption, preference, option or otherwise) and whether in physical or dematerialized form in respect of any of the foregoing or evidencing or representing rights or interest therein;
27. **"Securities Account"** means one or more account with the Designated Depository Participant opened or assigned for the purpose of availing services pursuant to this Document in accordance with the provisions of Clause 2.
28. **"Stock Broker's Internet/ITORS System"** means the web site hosted by the Stock Broker on the internet through which the Stock Broker offers the ITORS/Internet Service and includes the hardware and software used for hosting and supporting the web site.
29. **"Stock Broker's Web Site"** or "website" shall mean www.wealthmills.in or such other website as may be hosted by the Stock Broker for access through the internet, through which the Stock Broker offers the services.

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

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

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

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

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

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

Terms & Conditions applicable only to clients availing of the Stock Brokers Tele-Trading/Trade on Phone facility: To avail the Tele-trading Facility, the Client will be required to call on the specific number notified from time to time by the Stock Broker for the said purpose in writing or by publishing on its website or in such other manner as may be determined by the Stock Broker. Such numbers will be subject to change at the Stock Broker's discretion, which change shall be notified to the Client either through the Stock Broker's Website or in such other manner as may be determined by the Stock Broker.

1. The Client agrees to pay to the Stock Broker service fee if any, mentioned in the Tariff Sheet for using the Tele-trading Facility.
2. Before the commencement of the Tele-trading Facility, and except in the case of an individual or a sole proprietor applying in the capacity of an individual acting directly, the Client shall be required to provide details of the person (s) authorize on its behalf of the Client is permitted by the Stock Broker and if required by the Stock Broker, provide evidence, satisfactory to the Stock Broker in respect of the same.
3. Before being given access to the Tele-trading Facility, the Client, or any authorized person acting on behalf of the Client, may be required to provide accurate answers to the questions (if any) asked by the Stock Broker's personnel or system providing the Tele-trading Facility, for ascertaining the authentication of the caller as the Client or Client's authorized representative. The Stock Broker shall execute the request/order for the Client only after the Client's identity has been verified to the satisfaction of the Stock Broker. The Client shall ensure that the user identification details and password provided by the Stock Broker are not misused. The Client agrees to indemnify and hold the Stock Broker harmless and defended for any unauthorized usage of these details.
4. The Client hereby authorizes the Stock Broker to use the Client identification/registered telephone number/ user identification number/TPIN as intimated by the Client/client's authorized representative as method of verification of the Client's identify as caller and accordingly for the purpose of taking instructions and executing the orders placed by such caller over the phone. All requests/order placed by the Stock Broker on behalf of the Client in the manner prescribed above shall be deemed to have been authorized and placed by the Client himself/itself and shall be valid and binding on the Client. The Client understands that all methods of identification need to be prompt and strictly confidential to prevent any misuse and the Client shall be bound by all such transaction irrespective of any misuse. However, the Stock Broker is not bound to follow the verification process mentioned above and may proceed with acceptance of order if the representative of Stock Broker is otherwise satisfied about the identity of the client.
5. In each request/order, the Client must indicate the Exchange on which the Client desires the order he executed. All day orders placed during market hours will be for the same day execution. Orders placed aftermarket hours will be sent for execution to the Exchange on the next trading day.
6. The Client agrees that orders, instructions and other communications given or made over the telephone, may be routed through the Stock Broker's interactive voice response or other telephone system and may be recorded by the Stock Broker.
7. The Client shall ensure the availability of funds and securities/ Units in his/her /its accounts intimated to the Stock Broker, require for meeting his/her/its pay in obligations, at the time of placing order through Tele trading

executive The Stock Broker shall not be responsible for any claim, loss/damage arising out of non-availability/shortage of funds/securities/Units in the Client's accounts for meeting the pay in obligations.

Terms & Conditions applicable to smart order routing:

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

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

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

Basic features of SMART ORDER ROUTING facility:

Whereas Stock broker shall route orders in a neutral manner. Whereas the Stock broker has explained the best execution policy and its features for SMART ORDER ROUTING facility to the client and the same is provided separately to the client. Whereas client has understood the features of best execution policy and given their consent for executing orders by using SMART ORDER ROUTING facility.

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

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

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

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

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

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

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

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

8. Stock broker agrees to maintain logs of all activities to facilitate audit trail. Stock broker shall maintain record of orders, trade and data points for the basis of decision. The Stock broker and the Client are aware of the provisions of Bye-Laws, Rules and Regulations of the Exchange relating to resolution of disputes/ differences

through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions. The provisions of this document shall always be subject to Government notifications, any rules, regulations, byelaws, circulars and guidelines issued by SEBI and Stock Exchange rules, regulations and Bye-laws that may be in force from time to time. The terms & conditions entered into between the Stock broker and the CLIENT shall stand terminated by mutual consent of the parties by giving at least one month written notice.

OTHER TERMS & CONDITIONS

1. INDEMNITIES:

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

- (a) Breach of representations and warranties;
 - (b) misrepresentation or any of the representations and warranties becoming untrue
 - (c) execution of incorrect/fraudulent instructions provided by the Client and/or his representative (d) any act or omission of the Stock Broker pursuant to any instructions received by the Stock Broker from the Client or any of his authorized representatives, in any form or manner, orally or in writing or through any facility provided by the Stock Broker, which the Stock Broker believes to have been sent by the Client or his authorized signatories; (e) any act or omission of the Stock Broker due to any fraudulent instructions to the Stock Broker, (f) the performance of the Stock Broker's duties or discretions (including but not limited to losses on account of acting upon and/or execution of the instructions or requests placed over the phone, facsimile, internet or other electronic means, due to any reason whatsoever) in client's account; (g) breach of any Applicable Laws by the Stock Broker arising out of any instructions given by the Client or his/its authorized representative to the Stock Broker; (h) any non-disclosures or misrepresentation or false statement made by the Client to the Stock Broker under this Document or Client Registration Form; (i) breach of any Applicable Laws by the Client; (j) any action taken against the Stock Broker, by any authority, issuer of third party products or any third party which is attributable, directly or indirectly to any act or omission of the Client.
- 1.2. The Client acknowledges that he is fully aware of the risks involved in online trading activities, including the risk involved due to unauthorized access or any technical difficulties. The client specifically agrees to hold the stock broker harmless from any and all the claims, and agrees that stock Broker shall not be liable for any loss, actual or perceived, caused directly or indirectly by government restriction, exchange or market rulings / regulation, suspension of trading, war, earthquakes, flood, accident, power failure, strike, equipment failure, computer, communication line or telephone failure, system failure, equipment or software failure, security failure on the internet, unauthorized access, theft, or any problem, technological or otherwise or other conditions beyond the control of Stock Broker that might prevent the Client from entering an order or the Stock Broker, from executing an order. Client further agrees that he will not be compensated by the Stock Broker for "lost opportunity" via notional profit on buy/sell order which could not be executed. Furthermore, in a technical environment should an error occur with respect to the tracking of any account holding or order entry, then the true, actual and correct transaction and position is restored, it is the Client's responsibility to ensure account correctness and accuracy and to contact the Stock Broker, with respect to any discrepancy.

2. CONFIDENTIALITY:

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

2.2. The client acknowledges that the stock Broker may receive confidential information about the client. The client hereby expressly consents that any such personal data/information and account information of the following limited purposes:

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

3. DEFAULT AND CONSEQUENCES THEREOF:

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

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

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

- (a) Take steps to immediately terminate the services. (b) Other remedies as may be available in terms of the law in force, that point of time.

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

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

4. NOTICES AND COMMUNICATIONS:

4.1. All notices or communications issued shall be served in any one or more or all the following ways and such notice or communication shall be served on the address stated on the client registration from or as informed by the parties to each other from time to time.: i. by normal post, ii. By registered post or courier, iii. Under certificate of posting, iv. by affixing it on the door of the last known business or residential address. by. Electronic mail (e-mail), vi. Fax, vii. By hand delivery

4.2. Any legal notices to be given or mandate shall be in writing. Such notice shall be deemed to have been duly given or made when it shall be delivered by hand , post, email or telegram to the parties vat their respective addresses. If a party changes any of the about referred addresses or information, it shall promptly advise the other party.

4.3. Unless the client informs the stock Broker of the change of address for communication in writing, all notices, circulars, communication or email shall be sent to the address last known to the stock Broker.

5. GRIEVANCE REDRESSAL:

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

6. DISPUTE RESOLUTION:

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

procedure of the Exchange and shall be subject to the arbitration procedure as prescribed by the Exchange Provisions.

7. GOVERNING LAW & JURISDICTION:

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

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

7.3. All contracts and Exchange transactions between the Stock Broker and the Client pursuant hereto shall be subject to the Exchange Provisions, the Rules, Bye-Laws, Regulations, and other provisions of its clearing house, if any, the provisions of the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made thereunder and as amended from time to time.

8. FORCE MAJEURE:

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

9. TERMINATION:

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

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

9.3. This termination of the relationship shall not affect any rights or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination and the same shall continue to subsist and vest in /be binding on the respective Parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.

10. SURVIVAL:

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

11. SEVERABILITY:

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

12. WAIVER:

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

13. MODIFICATIONS:

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

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

14. OTHERS:

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

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

Representations and Warranties of Client:

The Client represents and warrants to the Stock Broker that:

1. All the information provided and statements made orally or in writing through any means, including but not limited to the client registration form, are true and correct and are not misleading and the Client is aware that the Stock Broker has agreed to enter into this Document with the Client on the basis, inter alia, of the statements made by the Client and the Client also agrees that if any of the statement(s)/declaration(s) made herein are found to be incorrect, then the Stock Broker (which term for this clause includes any of its employees, directors, agents and representatives), shall not be held liable for any direct or indirect loss or damage caused to the Client by such wrongful declaration or misrepresentation.
2. The Client has the required legal capacity to, and is authorized to, enter into this Document, is capable of performing his obligations and undertakings hereunder, shall continue to perform and shall take all steps necessary to continue performing his/its obligations and undertaking hereunder and is not in any manner prohibited from dealing in Securities.
3. All actions required or desirable to be taken to ensure compliance with all the Applicable Laws also to enter into, exercise his rights and comply with his obligations in this Document have been taken, including as to any approvals or authorization required and as to disclosure requirements and regulatory reporting obligations and the Client will provide proof of the same to the Stock Broker as may reasonably be required.
4. There are no prior or pending criminal proceedings or proceedings related to financial crimes against the Client or investigations or enquiries or any negative reputation issues or any actions taken by SEBI, RBI, any exchange, any depository and/or any other authority involving the Client and in the event of any such issues or proceedings are commenced against him/it, he/it shall keep the Stock Broker informed of the same immediately without any delay.
5. Any instructions given by an authorized representative of the Client to the Stock Broker (or to the Stock Broker's representative) shall be binding on the Client.
6. The Client hereby represents and agrees that it shall not initiate, promote or participate in any unfair or manipulative market practices.
7. The Client agrees that he is trading for his own account as a principal and not as an agent on behalf of any other person, and shall not act as a Sub-Broker, Stock Broker or Authorized Person, without obtaining certificate of registration from the relevant authority as the case may be and informing the Stock Broker of any change in status.
8. The Client warrants that all or any securities deposited by him with the Stock Broker in respect of margin requirements or otherwise, are owned by him and that the title thereof is clear and free of encumbrances and that at the time of transfer pursuant to any order or request and provision of any margin required, the Client will have the full and unqualified right and title to make such transfer or provide such margin and upon such transfer or provision of margin, the transferee will receive all right, title and interest in and to those investments, cash or Securities, free from any other interest.
9. The Client shall not close or freeze either the Bank Account or the Securities Account designated for the purposes under this Relationship or for availing services offered by the Stock Broker, if there are any pending obligations or dues to the Stock Broker.
10. The Client shall immediately furnish information to the Stock Broker in writing, including but not limited to any winding up/insolvency petition or garnishee order passed against him/it and any other litigation/proceedings or

circumstances/investigations which may have material bearing on his/its capacity to perform his/its obligation under this Document and/or to invest.

11. The Client has the necessary infrastructure and/or equipment needed to avail the Stock Broker's ITORS/Internet System and the Client shall be responsible for any losses consequential and/or incidental caused due to the insufficient infrastructure and/or equipment to avail of the same.
12. Clients hereby declare that he is the ultimate operator of the accounts and he is not related to or associated with any of the Stock Brokers employees and agree that if Clients become any of such employees, client shall promptly notify the Stock Broker of the existence and nature of such association and acknowledge agree that Stock Broker may, upon receipt of such notice, at the Stock Brokers absolute discretion, terminate the account/relationship after giving 30 days notice.
13. The Client is fully aware of and shall comply with applicable legal and regulatory requirements for investments in Securities and that it is the sole responsibility of the Client to keep informed of any changes, updates or addition to Applicable Law and that the Stock Broker shall not be liable or responsible for any loss suffered or expense incurred by the Client as a consequences of any failure to do so.
14. The Client shall utilize the services offered by the Stock Broker solely for Lawful purposes and will remain aware of and fully comply with, all Applicable Laws, rules and/or regulations including without limitation those relating to taxation, foreign exchange or capital control and reporting and filing requirements.
15. The Client nor any member of the Client's family is a Politically Exposed Person, a senior Public Figure or a Celebrity and that in the event of a change in status, the Client shall promptly inform the Stock Broker of the same.
16. The Client is aware that he/it has the option of not availing internet trading services and/or tele trade facility as are being offered by the Stock Broker, however being fully aware of all risks, the Client desires the convenience of such facility of transmitting orders and instructions over the Stock Broker's website or telephone and has therefore opted for such service/ facility of his/its own free choice and is willing and agreeable to bear all associated risks, responsibility and liability.
17. The Client is not a United States("US".) person for purposes of U.S. federal income tax and that he/she/it is not acting for, or on behalf of, any U.S. person or a resident and /or citizen of any jurisdiction which restricts or prohibits sale of Indian Securities to its resident and/or citizen; that any false statement or misrepresentation of tax status by a U.S. person could lead to penalties under U.S. laws; and that the Client shall notify the Stock Broker of any change in status in the event that he/she becomes a U.S. citizen or a resident, immediately of such change in the status.

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

1. That all decisions to avail services offered by the Stock Broker, make investments and disinvestments are based on the Client's own evaluation of his/its financial circumstances and investment objectives. This extends to any decision made by the Client on the basis of any information that may be made available by the Stock Broker through meetings with the Stock Broker's employees or personnel, research reports, the Stock Broker's Website or through any other media written or oral, online or otherwise. All decisions taken by the Client to invest or disinvest are independent of any advice, solicitation or information received by the Client from the Stock Broker and the Client assumes full responsibility with respect to all investment decisions and transactions.
2. That any investment advice rendered by the Stock Broker may not be consistent with and may in fact be different from the advice or decision of any affiliate or any other group entity of the Stock Broker.
3. That the Client shall not rely upon or make any investment decision based solely on recommendations, advice and research reports made available by the Stock Broker to the Client. The research reports are generic and are not designed for meeting specific Client objectives. Accordingly, if the Client desires to make an investment on the basis of any research reports, howsoever available to him, the Client shall be bound to make appropriate inquiries to make an independent assessment as to whether the investments suits his investment objectives and risk appetite and shall seek independent professional advice and/or tax advice in relation to any investments. For the purpose of this clause and the following clauses, a research report shall be deemed to include any information that may be made available by the Stock Broker, its affiliates or any of their officers, employees or agents through

any medium, including without limitation the Stock Broker's Website, E-mail, SMS, tele-trading Facility, or any other website as may be notified by the Stock Broker from time to time. All decisions taken by the Client to invest or disinvest are independent of any advise, solicitation or information received by the Client from the Stock Broker.

4. That the Stock Broker, its officers, directors, employees, Authorized Persons, Sub-broker will have no liability with respect to any investment decisions or transactions of the Client and that the Client shall neither hold nor seek to hold the Stock Broker or any of its officers, directors, employees, Authorized Persons, Sub-broker liable for any trading costs, losses or damage incurred by the Client consequent upon relying on any research report, investment information, research opinion or advise or any other material/information provided by the Stock Broker.
5. That the Client is aware that any information provided by the Stock Broker through any medium based on the research of the Stock Broker or other external sources is subject to domestic and international market conditions and the Stock Broker does not guarantee the availability, performance or otherwise of any Securities or Third Party Products and such research reports are merely an estimation of certain investments, and the Stock Broker has not and shall not be deemed to have assumed any responsibility for any such information.
6. That the Stock Broker is not liable to provide any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment and that the Client should seek independent professional advice and/or tax advice regarding the suitability of any research reports/advice or information provided by the Stock Broker through the Stock Broker's Website or otherwise.
7. That in the event the Client receives or accesses any investment research reports, computerized on-line services or any investment or other recommendations or advises from the Stock Broker or any employee or any official of the Stock Broker or affiliates, the same is on a no-liability, no-guarantee and no-obligation basis.
8. That any research material or report received, accessed or made available to the Client is for information purposes only and does not and shall not in any manner constitute a recommendation/solicitation/advice to buy or sell any of the Securities or for purchase, subscription, sale or redemption of any Units/Third Party Products or as investment advice.
9. That acceptance of any application and issuance of any third party products shall be at the sole of discretion of the issuer of such third party products.
10. That Securities and/or third party products are provided on an "as available" basis without representation or warranties of any kind, either express or implied, including, without limitation, those of suitability, liquidity, merchantability and fitness for any particular purpose.
11. That Securities and/or third party products may be subject to investment risks, market risks, lack of liquidity, and possible loss of principal amount invested; past performance should not be considered as an indication or guarantee of future yields or results.
12. That all investment decisions taken by the Client to purchase, subscribe, redeem or sale any units of third party products shall be independent of any advise, solicitation or information received by the Client from the Stock Broker, which are rendered on a no-liability, no-guarantee and no-obligations basis on the Client shall not hold the Stock Broker or any of its officers, directors, employees, agents, subsidiaries, Authorized Persons, Sub-broker liable in any manner whatsoever.
13. That the Stock Broker does not in any manner provide any guarantee payments on any securities or units or third party products; guarantee liquidity of any securities or units or third party products; guarantee liquidity of any securities or units or third party products; solicit to buy back any securities or units or third party products; guarantee redemption or repayment of any securities or units or third party products on maturity; guarantee payments of interest or dividend; promise, indicate or guarantee any returns; guarantee any good delivery; and make any representations of any nature whatsoever in relation to the securities or units or third party products.
14. That the Stock Broker does not provide any accounting, finance, tax, legal or structuring advise to the Clients. The Client also acknowledges that the Stock Broker's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from the Stock Broker or any of its employees.

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

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

And whereas the Stock broker is providing a facility through its Online service to apply/purchase/redeem/sale/buyback or otherwise deal in the units of Mutual Funds and securities (hereinafter referred to as transactions) through its website as defined above And whereas the Client is desirous of availing the facility of the said Transactions and such other facilities offered through the stock broker's website.

- 1) The Client shall authorize the stock broker by executing a Power of Attorney in the favour of the stock broker to execute instructions of the Client or its authorized representative with regard to the transactions. All instructions given by the Client/its authorized representatives shall be binding on the Client. The stock broker may furnish a certified copy of the Power of Attorney and other documents on behalf of the Client to the Company/Registrar/Mutual Fund or any third party.
- 2) The Client agrees that the instructions with regard to the transactions may be in the Client's sole name or in the name of the Client jointly with other persons.
- 3) In case of Mutual Funds, the Client agrees and acknowledges at the stock broker shall provide the facilities as provided in this Terms & Conditions only in respect of the select Mutual Funds, with whom the stock broker has entered into a separate arrangement/agreement.
- 4) Further, any change in the details of the Client including but not limited to the Demat account, Bank Account, Address, shall be first intimate to the stock broker who may in turn liaise with the issuer company/ Mutual Fund/Asset Management Company or its respective Registrars may reject such requests and in such an event the stock broker shall not be liable for any such rejection.
- 5) The Client acknowledges that the purchase/application instructions shall be processed by the stock broker only after sufficient funds to cover the purchase/application price and other costs and charges are received by the stock broker.
- 6) If after execution of any transaction it is for any reason found that the stock broker has not been provided with sufficient funds by the Client, the Client shall pay the deficient amount to the stock broker forthwith on demand, failing which the stock broker may (but shall not be bound to) square up the transaction at any time at the Client's sale risk and cost. Any loss arising on such squaring up will be borne solely by the Client and the Client shall pay to the stock broker the additional amount that may be payable by the Client, the stock broker's demand being conclusive.

CONDITIONS GOVERNING INVESTING IN IPO

1. The Client undertakes to read all the relevant offer document and terms and conditions of all Initial Public Offerings, Follow up offers, Buy Back Offers, other investing products etc. before entering into any transactions.
2. The Stock Broker or the concerned Issuer/Agency or their respective registrars may entertain online transaction requests and/or requests made through telephone in the manner provided under these terms and conditions or on the Website.
3. For change of address and personal details of the Client, the Client shall send a letter to the Stock Broker duly signed by himself and all the co-holders (if applicable) with relevant proofs, wherever required.
4. The Client is requested to check up the personal and bank related details provided by him. Neither the Stock Broker nor any of the Issuers. Agency chosen shall accept any liability that may arise as a consequence of the erroneous information provided by the Client.
5. In case of Initial public offer, follow up offer etc. transactions shall be accepted by the Stock Broker only if the same is received by the cutoff date as indicated on the Website and consistent with the terms of the offer.
6. The Client can view his/her/its transactions on the Website.
7. The Stock Broker does not accept any liability for delay in processing time at the Issuer's/Registrar's end.
8. It is explicitly stated herein that the Stock Broker has not recommended any offers offered by the Stock Broker on the Website or otherwise.

9. Neither the Stock Broker nor the concerned Issuer shall be liable for any failure to perform its obligations, to the extent that such performance has been delayed, hindered or prevented by system failure, network errors, delay or loss of data and in circumstances of acts of God, fire, floods, earthquake, tsunami, epidemics, quarantine, riot, civil commotion, act of terror, war, and act of state.
10. Subscription to Initial Public OFFERING (IPO) and follow on offers: The Client agrees that in the event of the Client applying for IPO through the Website or otherwise through the Stock Broker, the Stock Broker shall not be held responsible for non-allotment of securities either fully or partly to the Client, for any reason whatsoever. The Stock Broker shall not be held responsible for any reason whatsoever if the bid/application/revision in 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. (1) The Stock Broker shall not be liable for any failure or for any loss, damage or other costs arising in any way out of:
- a) System failure including failure of ancillary or associated systems or fluctuations of power, or other acts of God/force majeure;
 - b) Accident, transportation, neglect, misuse, errors, frauds by the Client's or agents or any third party; or
 - c) Any fault in any attachments or associated equipment of the client;
 - d) Any incidental, special or consequential damages including without limitation of loss of profit.

Terms and Conditions: Equity SIP

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

4. In case of Amount based EQUITY SIP, since the quantity of shares has to be specified in the order being placed, the same shall be derived with the following logic : $Quantity\ of\ shares = \frac{SIP\ Amount}{\{Market\ price + 3\% \ of\ Market\ Price\ (buffer)\}}$. Any fractional quantity will be ignored and an Order will be placed on the balance quantity. A buffer of 3% on the prevailing market price would be considered to adjust the fluctuation in the price movement of the stock after the order is released to the Exchange, 4. If the SIP amount is less than the market price of 1 share of specified stock, then the SIP order would not be sent to exchange on that day.5. The update list of securities enabled for the facility would be made available to the Client, by placing the same on the WMS website. **Order Placement:** 6. The choice of Exchange and time for placement of EQUITY SIP order on the Exchange platform on the frequency day shall be at the discretion of WMS. 7. The EQUITY SIP request by the client on the WMS website can be place only for one security at one time. 8 . WMS shall place orders on the basis of the requests received from the client subject to availability of required funds in the client account at the time of order placement on to the Exchange to fulfill the obligation arising out of such order. 9. Only market order will be placed at the time of placements of orders on the Exchange under the Facility and the orders will be executed at the available price as per the order matching rules of the Exchanges. 10. The order would be placed only on trading days. If a frequency date falls on a Trading holiday, then the order would be placed on the next trading day, by WMS.,11. The order will be placed from the start date selected by the client., 12. The client agrees that WMS shall have the right to decide the timing for placing the order (s) on the Order placement day., 13. The client shall be able to modify the Quantity, Amount and Period of the existing SIP request through WMS website or through the Trade on Phone facility. The client would also be able to 'Pause' and restart existing SIP request

through WMS website or through the Trade on Phone facility.14. The client would be able to cancel the existing active SIP request. Once the SIP Request is cancelled, all futures orders against such SIP Request would be cancelled. However, once WMS internal process for generations of the orders for the current frequency day is initiated then order(s) for that day cannot be cancelled or modified by the client,. 15. In case EQUITY SIP order of the client is not placed for an uncertain/long period due to the any reasons e.g. disablement of the security etc, WMS shall have the right to cancel the future Equity SIP instructions of the client for that security., 16. If the client's trading account is deactivated due to any reason, then the Equity SIP orders will also get terminated during the period when the deactivation is in force., 17. The brokerage will be charged as per applicable rates for delivery (Cash)., General: 18. WMS is only acting as the agent for the purpose of placing orders on the basis of the instructions received from the client. The execution of trades happens on the Exchange platform depending upon the Exchange platform depending upon the order matching mechanism of the Exchange. Thus there is possibility that orders may be executed only partially or may even remain unexecuted., 19. Investment in securities is always subject to market risks. The client should consult his/her own financial advisor/professional tax advisors before availing of the facility. 20. WMS, at its sole discretion, reserves the right to either temporarily or permanently, withdraw or suspend the EQUITY SIP Facility at any time without giving any notice or assigning any reason for the same, whether in respect of one or more Clients. In case of temporary withdrawal, the privileges may be reinstated by WMS at its sole discretion., 21. The client will be contacted (maximum attempts three times) for confirmation of SIP request received through paper based request and if the client is not contactable these attempts, then his SIP application request will be rejected.,22. WMS may in accordance with its risk management policy, disallow buy option in certain securities as per its risk, management policy. Further, certain Securities may not be allowed for trading on Exchange due to corporate action, merger etc. The client agrees that in such cases, if the scrip is not allowed for trading either by WMS or by the Exchange then the Equity SIP order may not be placed or get rejected in such securities during the period when the scrip is disabled on WMS platform or Exchanges.23. The Client agrees that he/she is not entering into a contractual or portfolio management arrangement by using the facility,. 24. The client agrees that WMS shall not be held responsible for non execution/rejection of the EQUITY SIP orders from Exchange end for any reason including trading stopped for the whole market or for a specific security or if the security price touching circuit filters or for any other reason. WMS shall also have the rights not to place Equity SIP orders on such days.25. The client agrees that WMS shall not be held responsible or liable for any compensation for no placement/rejection of the EQUITY SIP orders in the above cases or for any reasons beyond its control. WMS also shall not be held responsible for the price at which the Equity SIP order is executed on the Exchange, 26. The client agrees that there is a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby WMS is not being able to establish access to the trading system/network which may be beyond WMS control and may result in delay in processing or not processing EQUITY SIP order either in part or in full., 27. WMS, and other service providers shall not be held liable for any loss or damage incurred or suffered by the client due to any delay, error, defect, failure or interruption in the provision of Facility/execution of Equity Sip orders arising from or caused by any reason whatsoever.

ADDITIONAL TERMS & CONDITIONS FOR NON RESIDENT INDIANS (NRI)

1. **Scope:**
 - a. These additional terms and conditions herein contained are applicable only to NRI Clients (defined hereunder) and shall form part of and is to be read with Rights and Obligations prescribed by SEBI.
 - b. It is clarified that these terms and conditions are only confined to the transactions agreed herein and would not extend to any relationship apart from what is set-out herein below.
 - c. In the event of any inconsistency between the Rights and Obligations and these terms and conditions, the SEBI the mandatory clauses will always prevail over these terms and conditions.
 - d. In the event there are any modification to any statues, rules, regulations, byelaws, circulars governing or relating to these terms and conditions or in relation to the investments permitted for NRIs (defined hereunder), these terms and conditions will be deemed to have been appropriately modified to that extent. Further, the Stock Broker is not liable to keep the Client informed of such amendments and the Client shall keep himself /herself updates of any such amendments.
2. **Terms & Conditions:**
 - a. the availability of services being offered by the Stock Broker does not constitute an offer to buy or sell or a solicitation in this regard made to any person. The services will not be available to foreign residents not permitted to invests in and trade in Indian Securities on the Indian Stock exchanges. It is only available to Non Resident Indians ("NRIs") residing in jurisdiction permitting investment in and trading of Indian Securities on Indian Stock exchanges. The services are not available to any person or entity who is a citizen or resident of or located in any locality, state, country or other jurisdiction, where availing of such Services would be contrary to any local applicable laws, rules or regulations or which would subject the Stock Broker and any of its affiliates or group companies to any registration or licensing requirement within such jurisdiction. It will be the obligation, responsibility of the Client to ensure that he is not restricted/prohibited from investing in and/or trading on Indian Securities on the Indian stock exchanges.

This service is not available to any person or entity who is a citizen or resident of or located in any locality, state, country or other jurisdiction, where availing of such services would be contrary to any applicable law or regulation or which would subject WEALTHMILLS SECURITIES PRIVATE LIMITED and any of their respective affiliates or group companies to any registration or licensing requirement within such jurisdiction. Availability of this service to NRIs is subject to compliance with procedural formalities as prescribed by WEALTHMILLS SECURITIES PRIVATE LIMITED from time to time.
 - b. The Client shall be responsible for ensuring compliance with applicable ceiling limits and shall inform the Stock Broker in the event any such limits are likely to be breached pursuant to any transaction that the Client requests the Stock Broker to provide services in relation thereto. The Stock Broker has informed the Client and the Client agrees that it shall be responsible for complying with all its reporting requirements pursuant to applicable laws including without limitation FEMA, the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 1997 and SEBI (Prohibition of Insider Trading) Regulations, 1992. The Client acknowledges that the Stock Broker shall not be bound for making any reports or filings.
 - c. The availability of the Services to NRI is subject to compliance by the Client with procedural formalities as prescribed by the regulatory authorities and/or the Stock Broker from time to time.
 - d. The Client agrees and confirms that the Stock Broker may not permit the Client from trading in certain Securities as may be prescribed by the relevant authorities and /or Exchanges rules/regulations/bye-laws and/or the Stock Broker's own internal policy.

- e. The Client agrees and confirms that the Client is aware that in the event Stock Broker is made aware of any restriction or prohibition of certain transactions/trading methods and procedures, settlement procedures with respect to the NRI Clients as may be prohibited/ prescribed by the relevant authorities and/or Exchange rules/regulations/bye-laws and/or as per the Stock Broker's internal policy from time to time, the Stock Broker reserves the right at its discretion to discontinue the services to the Client in accordance therewith.
- f. The Client agrees to comply with the ceiling limits prescribed by FEMA in relation to investments made by NRIs. In case the Stock Broker receives any information from the Reserve Bank of India or other relevant authorities regarding any breach of the ceiling limits for investment by Client, the Stock Broker shall immediately square off all or some of the positions of the Client either entirely or associated losses that may occur due to such square off shall be borne by the Client.
- g. The Client acknowledges that the Stock Broker may from time to time, release Client's transactions details or share such transaction details with the authorized dealer or with the relevant authorities for the purpose of tax calculations and other statutory deduction or matters. Further the NRI Client hereby agrees and understands that in respect of Securities purchased or sold by the NRI Client, all tax computation or deduction shall be carried out by the authorized dealer and/or the applicable statutory authority in accordance the Applicable Laws and the Stock Broker shall not be liable or responsible for computing the amount of deductible tax or the method, procedure or basis for the same or otherwise.
- h. The Stock Broker has opened the Client Account on the basis of the statement (s)/declaration(s) made by the Client and the Client also agrees that if any of the statement(s)/declaration(s) made herein are found to be incorrect, then the Stock Broker (which term for this clause includes its affiliates or its employees, directors, agents and representatives of such affiliate), shall not be held liable for any direct or indirect loss or damage caused to the Client by such wrongful declaration or misrepresentation. Further, the Client shall keep the Stock Broker fully indemnified against all direct/indirect costs, damages, liabilities, penalties, fee (including attorney fee) suffered or incurred by the Stock Broker. The Services provided by the Stock Broker would be put into use only for bonafide transactions and shall not involve any violations of the provisions of any Government of India/exchange control regulations in force in India or any other jurisdiction to which the Client is subject to.
- i. The Client hereby undertakes to intimate the Stock Broker about change in his domicile or resident status from NRI to Resident or his/her return to India or permanent residence immediately non arrival or migration.
- j. If Client resides or gives any orders to Stock Broker from outside India, Client agrees to ensure and represent that such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which Client's orders are given and client further agrees that Client shall, when in doubt, consult or obtain legal and professional advice in or of the relevant jurisdiction. Client accepts that there may be taxes, duties, impositions or charges payable to relevant authorities in respect of Clients residing or the giving of any order from outside India and the execution of such order, and Client agrees to pay such taxes, duties, impositions or charges as are applicable. Client further agrees to indemnify stock broke on demand for any claims, demands, actions, costs, and expenses that the Stock Broker may suffer or incur in connection with or arising from Client residing or giving of any such order from outside India.