



ACCOUNT OPENING KIT

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| | |
|---|---|
| Name of stock broker | UBS Securities India Private Limited |
| SEBI Registration No. | INZ000259830 |
| Registered and Correspondence office address | 2/F, 3 North Avenue, Maker Maxity Bandra-Kurla Complex, Bandra (East), Mumbai 400051 Ph: 91 22 66155 6000 Fax: 91 22 6155 6300 Website: www.ubs.com/ubssi |
| Compliance officer name, phone no. & email id | Parameshwaran Shivaramakrishnan Tel : +91-22-61556151 Email id : parameshwaran.s@ubs.com |
| COO name, phone no. & email id | Anubhav Agarwal, 91 22 6155 6155 Anubhav.agarwal@ubs.com |

For any grievance/dispute please contact UBS Securities India Private Limited at the above address or email id- igindia@ubs.com and Phone no.91 22 6155 6000. In case not satisfied with the response, please contact the concerned exchange(s) at BSE: Investor Services email id: is@bseindia.com Investor Services Telephone No. 022 2272 8097 and at NSE Email id: ignse@nse.co.in, Tel No: 26598190. To register complaints on the SCORES website, please refer to the link: <https://scores.gov.in> and the FAQ's available thereon.

Research Analyst SEBI Registration Number of UBS Securities India Private Limited is INH000001204

Registration granted by SEBI and certification from NISM in no way guarantee performance of the intermediary or provide any assurance of returns to investors.

UBS Securities India Private Limited is a subsidiary of

UBS AG SEBI Registration Numbers: INZ000259830

Compliance Officer: Parameshwaran Shivaramakrishnan Tel : +91-22-61556151 Email id : parameshwaran.s@ubs.com



KNOW YOUR CLIENT (KYC) APPLICATION FORM

For Non-Individuals

Please fill this form in ENGLISH and in BLOCK LETTERS.

A. IDENTITY DETAILS

1. Name of the Applicant: _____
2. Date of incorporation: _____ (dd/mm/yyyy) & Place of incorporation: _____
3. Date of commencement of business: _____ (dd/mm/yyyy)
4. a. PAN: _____ b. Registration No. (e.g. CIN): _____
5. Status (please tick anyone):
Private Limited Co./Public Ltd. Co./Body Corporate/Partnership/Trust/Charities/NGO's/FI/ FII/HUF/AOP/ Bank/Government Body/Non-Government Organization/Defense Establishment/BOI/Society/LLP/ Others (please specify) _____

B. ADDRESS DETAILS

1. Address for correspondence: _____

City/town/village: _____ Pin Code: _____ State: _____
Country: _____
2. Contact Details: Tel. (Off.) _____ Tel. (Res.) _____ Mobile No.: _____
Fax: _____ Email id: _____
3. Specify the proof of address submitted for correspondence address: _____
4. Registered Address (if different from above): _____
City/town/village: _____ Pin Code: _____
State: _____ Country: _____

C. OTHER DETAILS

1. Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees and whole time directors:

| Sr. No. | Name | PAN | Residential Address | Photograph |
|---------|------|-----|---------------------|------------|
| | | | | |

| Sr. No. | Name | PAN | Residential Address | Photograph |
|---------|------|-----|---------------------|------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

2. DIN/UID of Promoters/Partners/Karta and whole time directors: _____

| DIN/UID | Promoters/Partners/Karta and whole time directors |
|---------|---|
| | |
| | |
| | |
| | |
| | |
| | |

DECLARATION

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

Name & Signature of the Authorised Signatory
Date: _____ (dd/mm/yyyy)

FOR OFFICE USE ONLY

- (Originals verified) True copies of documents
- received (Self-Attested) Self Certified
- Document copies received

(.....)
Name & Signature of the Authorised Signatory

Date

Seal/Stamp of the intermediary

TRADING ACCOUNT RELATED DETAILS

A. BANK ACCOUNT(S) AND FINANCIAL DETAILS

| Bank Name | Branch address | Bank account no. | Account Type: Saving/Current/ Others-In case of NRI/NRE/NRO | MICR Number | IFSC code |
|-----------|----------------|------------------|--|-------------|-----------|
| | | | | | |

Gross Annual Income Details (please specify): Income Range per annum: Below Rs 1 Lac / 1-5 Lac / 5-10 Lac / 10-25 Lac / 25 Lacs-1 crore / > 1 crore

Net-worth as on (date) (dd/mm/yyyy): _____

(*Net worth should not be older than 1 year)

B. DEPOSITORY ACCOUNT(S) DETAILS

| Depository Participant Name | Depository Name (NSDL/CDSL) | Beneficiary name | DP ID | Beneficiary ID (BO ID) |
|-----------------------------|-----------------------------|------------------|-------|------------------------|
| | | | | |

C. TRADING PREFERENCES

*Please sign in the relevant boxes where you wish to trade. The segment not chosen should be struck off by the client.

| C. TRADING PREFERENCES | | | | | |
|---|-------------------------------|-----------------|----------|-----------------------|----------------------------------|
| Please sign in the relevant boxes where you wish to trade. Please strike off the segment not chosen by you. | | | | | |
| Exchanges | | NSE, BSE & MSEI | | MCX, NCDEX, BSE & NSE | |
| All Segments | Cash / Mutual Fund | F&O | Currency | Debt | Commodity Derivatives |
| | | | X | X | X |
| If you do not wish to trade in any of segments / Mutual Fund, please mention here _____. | | | | | |

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

- **Please Check the relevant boxes through which you need the communication**

| | Electronic | Physical |
|---|------------|----------|
| Mode of Communication of Standard Documents | | |



| | | | | | | |
|--|--|--|--|--|--|--|
| | | | | | | |
| | | | | | | |

Any other information:

*** UBS Securities India Private Limited does not issue Electronic Contract Note (ECN)

*** UBS Securities India Private Limited does not provide the facility of internet trading/ wireless technology

G. INTRODUCER DETAILS(optional)

Name of the Introducer:
(Surname) (Name) (Middle Name)

Status of the Introducer: Sub-broker/Remisier/Authorized Person/Existing Client/Others, please specify.....

Address and phone no. of the Introducer:
..... Signature of the Introducer:

.....

H. NOMINATION DETAILS (for individualsonly)

We wish to nominate

We do not wish tonominate

Name of the Nominee: Relationship with the Nominee:.....

PAN of Nominee: Date of Birth of Nominee:.....

Address and phone no. of the Nominee:

If Nominee is a minor, details of guardian:

Name of guardian: Address and phone no. of Guardian:

Signature of guardian.....

WITNESSES (Only applicable in case the account holder has made nomination)

Name -----

Name-----

Signature -----

Signature-----

Address -----

Address -----

DECLARATION

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

Place -----

Date -----

Signature of Client/ (all) Authorized Signatory(ies)

FOR OFFICE USE ONLY

UCC Code allotted to the Client: -----

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

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

.....
Signature of the Authorised Signatory

Date

Seal/Stamp of the stockbroker

INSTRUCTIONS/ CHECK LIST

1. Additional documents in case of trading in derivatives segments - illustrative list:

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

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

1. Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.
 2. Demat master or recent holding statement issued by DP bearing name of the client.
 3. For individuals:
 - a. Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.
 - b. In case of non-resident clients, employees at the stock broker's local office, overseas can do in-person' verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.
 4. For non-individuals:
 - a. Form need to be initialized by all the authorized signatories.
 - b. Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of company/firm/others and their specimen signatures.
-

INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

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

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

1. Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/ Driving license.
2. PAN card with photograph.
3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

C Proof of Address (POA): - List of documents admissible as Proof of Address: (*Documents having an expiry date should be valid on the date of submission.)

1. Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy.
2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement/Passbook -- Not more than 3 months old.

4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
6. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostiled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

D. Exemptions/clarifications to PAN

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

1. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the state of Sikkim.
3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
4. SIP of Mutual Funds upto Rs 50,000/-p.a.
5. In case of institutional clients, namely, FIIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

E. List of people authorized to attest the documents:

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy /Consulate General in the country where the client resides are permitted to attest the documents.

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

| Types of entity | Documentary requirements |
|--|---|
| Corporate | <ul style="list-style-type: none"> ● Copy of the balance sheets for the last 2 financial years (to be submitted every year). ● Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year). ● Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations. ● Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly. ● Copies of the Memorandum and Articles of Association and certificate of incorporation. ● Copy of the Board Resolution for investment in securities market. ● Authorised signatories list with specimen signatures. |
| Partnership firm | <ul style="list-style-type: none"> ● Copy of the balance sheets for the last 2 financial years (to be submitted every year). ● Certificate of registration (for registered partnership firms only). ● Copy of partnership deed. ● Authorised signatories list with specimen signatures. ● Photograph, POI, POA, PAN of Partners. |
| Trust | <ul style="list-style-type: none"> ● Copy of the balance sheets for the last 2 financial years (to be submitted every year). ● Certificate of registration (for registered trust only). ● Copy of Trust deed. ● List of trustees certified by managing trustees/CA. ● Photograph, POI, POA, PAN of Trustees. |
| HUF | <ul style="list-style-type: none"> ● PAN of HUF. ● Deed of declaration of HUF/ List of coparceners. ● Bank pass-book/bank statement in the name of HUF. ● Photograph, POI, POA, PAN of Karta. |
| Unincorporated association or a body of individuals | <ul style="list-style-type: none"> ● Proof of Existence/Constitution document. ● Resolution of the managing body & Power of Attorney granted to transact business on its behalf. ● Authorized signatories list with specimen signatures. |
| Banks/Institutional Investors | <ul style="list-style-type: none"> ● Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years. ● Authorized signatories list with specimen signatures. |
| Foreign Institutional Investors (FII) | <ul style="list-style-type: none"> ● Copy of SEBI registration certificate. ● Authorized signatories list with specimen signatures. |
| Army/ Government Bodies | <ul style="list-style-type: none"> ● Self-certification on letterhead. ● Authorized signatories list with specimen signatures. |
| Registered Society | <ul style="list-style-type: none"> ● Copy of Registration Certificate under Societies Registration Act. ● List of Managing Committee members. ● Committee resolution for persons authorised to act as authorised signatories with specimen signatures. ● True copy of Society Rules and Bye Laws certified by the Chairman/Secretary. |

Annexure – 4
RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB-BROKERS AND CLIENTS
as prescribed by SEBI and Stock Exchanges

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

CLIENT INFORMATION MARGINS

7. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
8. 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.
9. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the stock broker shall be non-mandatory, as per terms & conditions accepted by the client.
10. 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.
11. 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.
12. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

TRANSACTIONS AND SETTLEMENTS

13. The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
14. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange where the trade is executed.
15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, Bye-laws, circulars and notices of Exchange.
16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).
17. The transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/notices issued thereunder.

BROKERAGE

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

LIQUIDATION AND CLOSE OUT OF POSITION

19. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the client understands that the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
20. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result



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

DISPUTE RESOLUTION

23. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.
24. 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.
25. 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.
26. The stock broker shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-à-vis the client and he shall be liable to implement the arbitration awards made in such proceedings.
27. 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

28. 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.
29. The stock broker, sub-broker and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
30. In the event of demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or/withdrawal of recognition of the sub-broker by the stock exchange and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the 'Rights and Obligations' document(s) governing the stock broker, sub-broker and client shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

ADDITIONAL RIGHTS AND OBLIGATIONS

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

ELECTRONIC CONTRACT NOTES (ECN)

38. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
39. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
40. 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.
41. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant

rules/regulations/circulars/guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.

42. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.
43. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

LAW AND JURISDICTION

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

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

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

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

Annexure-5

RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

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

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

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

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

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

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

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

1. BASIC RISKS:

1.1 Risk of Higher Volatility:

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

1.2 Risk of Lower Liquidity:

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

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

1.3 Risk of Wider Spreads:

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

1.4 Risk-reducing orders:

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

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

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

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

1.5 Risk of News Announcements:

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

1.6 Risk of Rumors:

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

1.7 System Risk:

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

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

1.7.2 Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price

or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security / derivatives contract due to any action on account of unusual trading activity or security / derivatives contract hitting circuit filters or for any other reason.

1.8 System/Network Congestion:

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

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

2.1 Effect of "Leverage" or "Gearing":

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

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

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

B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.

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

D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

2.2 Currency specific risks:

1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.

3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

2.3 Risk of Option holders:

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

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

2.4 Risks of Option Writers:

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.

2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

2.5 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.

3. 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.

Annexure-6

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

BEFORE YOU BEGIN TO TRADE

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

TRANSACTIONS AND SETTLEMENTS

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization, payout of funds or delivery of securities as the case may be, may not be made to you within one working day from the receipt of payout from the Exchange. Thus the stock broker may maintain a running account for you subject to the following conditions:
 - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
 - b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
 - c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement

and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.

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

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

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

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

DISPUTES/ COMPLAINTS

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

Policies and Procedures
(Reference: SEBI Circular MIRSD/SE/Cir-19/2009 of December 03, 2009)

REFUSAL OF ORDERS OF PENNY STOCKS

The Client understands that UBS Securities India Private Limited ("UBS India") entitled, in its sole discretion, to refuse execution of any request from the Client with respect to any transactions in Penny Stocks. For the purpose of this clause "Penny Stocks" shall mean and include: -

1. such stocks that are trading for less than Rs.20; and
2. such stocks that are enlisted in the list of illiquid securities issued by the Exchanges every month.

SETTING UP OF CLIENT'S EXPOSURE LIMITS

1. UBS India, under normal circumstances shall set the exposure limits based on various factors like client background, cash balances etc. However, UBS India reserves the right to change such exposure limits based on factors like market conditions, volatility, change in client background etc., without prior intimation to the client. The client understands and agrees to the above rights of UBS India and shall not hold UBS INDIA responsible for any consequential loss or damage.
2. The client further agrees that UBS India 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, or it may subject any order placed by the client to a review before its entry into the trading systems any may refuse to execute/ allow execution of orders due to but not limited to the reason of lack of margin/ securities or the order being outside the limits set by stock broker/ exchange/ SEBI and any other reasons which the stock broker may deem appropriate in the circumstances. The client agrees that the losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone.

BROKEAGE / FEES/ COMMISSION, OTHER CHARGES AND PENALTIES

Brokerage

1. UBS India shall charge brokerage, within the limits prescribed by SEBI exchanges and communicated to the client. Brokerage shall be paid in the manner intimated by UBS India to the Client from time to time, including as a percentage of the value of the trade or as a flat fee or otherwise, together with the service tax and other statutory charges/ taxes as may be applicable from time to time on the same. The Client further agrees to pay any applicable taxes including the securities transaction tax, duties and levies as may be levied on the transaction from time to time.
2. The Client agrees to pay the stamp duty on Contract Notes issued by UBSIndia.

Other Costs

3. The Client hereby agrees to pay all cost, charges, expenses, damages, losses, interest (including penal interest) and other outgoings incurred or suffered by UBS India as a result of any act or omission on part of the Client, whether intentionally or unintentionally.



- 4 UBS India shall debit the charges of the Depository Participant for the trades and the bank charges for the realization of cheques (any charges of similar nature) to the Bank Account and the Client hereby authorizes UBS India to do the same.

Penalty

- 5 The Client hereby understands that UBS India shall seek reimbursement of any penalty charges, which may be levied by Exchange(s) on UBS India due to any activity carried out and/ or any transaction done by the Client with UBS India, and that Client hereby authorizes UBS India to do the same.
- 6 All payments to UBS India shall be made clear and free of withholding and deduction, in Indian Rupees, in immediately available and freely transferable funds for same day settlement in Mumbai.

CLOSE OUT

1. UBS India shall have the right where:
 - a the Customer fails to discharge its obligations to UBS India in a timely fashion (including, without limitation, the non-payment of dues by the Customer towards any margins, additional margins, daily mark to market settlement of futures contracts, final settlement of transactions, futures contracts, premium settlement of option contracts, exercise settlement of option contracts or such other settlement, fees, commission and/ or lawful charges), or
 - b a petition for bankruptcy or for the appointment of a receiver or judicial manager is filed, or any proceeding towards winding up (whether voluntary or involuntary) is made by or against the Customer, or
 - c any analogous event (each an "Event of Default") occurs, to sell any or all contracts or other property in any of the Customer's accounts and to buy any or all contracts which may be short in any of the Customer's accounts, and to close out and liquidate any and all outstanding contracts of or with the Customer.
2. Any such sales or purchases may be made at UBS India's discretion on any exchange or other market, it being understood that a prior demand or call, or prior notice of the time and place of such sale or purchases, if any be given, shall not be considered a waiver of UBS India's right to sell or buy without demand or notice as herein provided.
3. The Customer shall at all times be liable to UBS India for:
 - a the payment of any lawful debit balance owing by the Customer to UBS India or standing to the Customer's accounts
 - b any deficiency in any such accounts in an Event of Default
 - c any reasonable costs of collection including legal fees on a full indemnity basis
 - d any loss caused to UBS India due to the closing out and/ or liquidation of its open positions initiated by UBS India on account of any non-payment of dues by the Customer towards margins, additional margins, and other lawful charges .



SHORTAGE IN OBLIGATION ARISING OUT OF INTERNAL NETTING OF TRADES

1. In case of a short sale by the Client, where the Client fails to deliver the share, then the Client shall be debited by such amount net off charges, as per the respective Exchanges prescribed mechanism for shortages handling. The Client understands and agrees to the same and undertakes that it shall not hold UBS India responsible for any loss or damages arising out of the same.
2. Further, in case of a purchase transaction, UBS India may not be in a position to deliver the shares purchased by the Client, due to Exchange/ internal shortage. In such circumstances, close out credits, for the undelivered shares, will be given to the Client net off charges as per respective Exchange's mechanism. The Client understands and agrees to the same and undertakes that it shall not hold UBS INDIA responsible for any loss or damages arising out of the same.

Conditions under which a client may not be allowed to take further position or UBS India may close the existing position of a client

UBS India shall be prescribing a client exposure limit and the same can be amended from time to time. Client may take exposure upto this limit. Client may not be allowed to take position in case of non-availability of balances, outstanding dues. The existing position of the client is also liable to square off/close out without giving notice due to non making of payment for their paying obligation/ outstanding debts.

UBS India shall close out the client position to the extent of settlement obligations, across all segments and exchanges

SUSPENSION OF SERVICES AND TERMINATION

1. UBS India may at anytime, as it considers necessary in its sole discretion and without prior notice to the Client, prohibit, restrict or suspend the Client's access to or use of the Services provided to the Client whether in part or entirely , If:
 - a. the Client has breached any clause.
 - b. upon the death, winding up, bankruptcy, liquidation or lack of legal capacity of the Client
 - c. designated as a defaulter by any credit rating agency or any action or proceedings have been initiated by any regulator / Authority including without limitation to SEBI;
 - d. the Client fails to maintain the Bank Account and/ or the Securities Account (or any replacement thereof);
 - e. the Client has misrepresented facts at the time of entering into broking relationship or at the time of giving instructions or otherwiseor;
 - f. any proceedings or investigations that involve the Client or his/ its properties have been initiated or is ongoing;
 - g. the Client fails to fulfill his/ its payment obligations or otherwise due to UBS India or;
 - h. the Client has violated the Applicable Laws;
 - i. if the Client migrates to a jurisdiction which prohibits trading in Indian Securities or otherwise subjects UBS India or any of its employees to any licensing or registration requirements.
2. UBS India may, at the request of the Client, suspend the Services provided to the Client for such time-period as requested by the Client provided that there are no outstanding exposure and/ or dues against any of accounts of the Client.



3. UBS India shall be entitled to terminate the relationship without giving any reasons to the other Party, after giving notice in writing of not less than 1 month to the other Party. 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 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.

INACTIVE ACCOUNT

In case there is no financial transaction in an account for a consecutive period of 12 months, the account shall be termed as dormant or inactive. In case of any transaction in the dormant account, UBS India employee shall call up the customer on the registered contact number for the trade confirmation. Where customer is not contactable or trade confirmation could not be obtained for whatsoever reason, the client account may be deactivated on the directions from Compliance. The account will be reactivated only on confirmation, to the satisfaction of UBS India, from the client.

CLIENT ACCEPTANCE OF POLICIES AND PROCEDURES STATED HEREINAFTER

The client agrees that it has fully understand the above policies and procedures and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/ clauses this document any circumstances what so ever. These Policies and Procedures may be amended/ changed unilaterally by the broker, provided the change is informed to the client by way of email/ letter communication. These Policies shall be compulsorily referred to while deciding any dispute / difference or claim between client and UBS India in any court of law / judicial / adjudicating authority including arbitrator / mediator etc.



Investor Charter – Stock Brokers

VISION

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

MISSION

- i) To provide high quality and dependable service through innovation, capacity enhancement and use of technology.
- ii) To establish and maintain a relationship of trust and ethics with the investors.
- iii) To observe highest standard of compliances and transparency.
- iv) To always keep ‘protection of investors’ interest’ as goal while providing service.

Services provided to Investors

- Execution of trades on behalf of investors.
- Issuance of Contract Notes.
- Issuance of intimations regarding margin due payments.
- Facilitate execution of early pay-in obligation instructions.
- Settlement of client’s funds.
- Intimation of securities held in Client Unpaid Securities Account (CUSA) Account.
- Issuance of retention statement of funds.
- Risk management systems to mitigate operational and market risk.
- Facilitate client profile changes in the system as instructed by the client.
- Information sharing with the client w.r.t. exchange circulars.
- Redressal of Investor’s grievances.

Rights of Investors

- Ask for and receive information from a firm about the work history and background of the person handling your account, as well as information about the firm itself.
- Receive complete information about the risks, obligations, and costs of any investment before investing.
- Receive recommendations consistent with your financial needs and investment objectives.
- Receive a copy of all completed account forms and agreements.
- Receive account statements that are accurate and understandable.
- Understand the terms and conditions of transactions you undertake.
- Access your funds in a timely manner and receive information about any restrictions or limitations on access.
- Receive complete information about maintenance or service charges, transaction or redemption fees, and penalties.
- Discuss your grievances with compliance officer of the firm and receive prompt attention to and fair consideration of your concerns

Various activities of Stock Brokers with timelines

| S.No | Activities | Expected Timelines |
|------|---|--|
| 1 | KYC entered into KRA System and CKYCR | 10 days of account opening |
| 2 | Client Onboarding | Immediate, but not later than one week |
| 3 | Order execution | Immediate on receipt of order, but not later than the same day |
| 4 | Allocation of Unique Client Code | Before trading |
| 5 | Copy of duly completed Client Registration Documents to clients | 7 days from the date of upload of Unique Client Code to the Exchange by the Client Code to the Exchange by the |
| 6 | Issuance of contract notes | 24 hours of execution of trades |
| 7 | Collection of upfront margin from client | Before initiation of trade |
| 8 | Issuance of intimations regarding other margin due payments | At the end of the T day |

| | | |
|----|---|---|
| 9 | Settlement of client funds | 30 days / 90 days for running account settlement (RAS) as per the preference of client. If consent not given for RAS – within 24 hours of pay-out |
| 10 | 'Statement of Accounts' for Funds, Securities and Commodities | Weekly basis (Within four trading days of following week) |
| 11 | Issuance of retention statement of funds/commodities | 5 days from the date of settlement |
| 12 | Issuance of Annual Global Statement | 30 days from the end of the financial year |
| 13 | Investor grievances redressal | 30 days from the receipt of the complaint |

DOs and DON'Ts for Investors

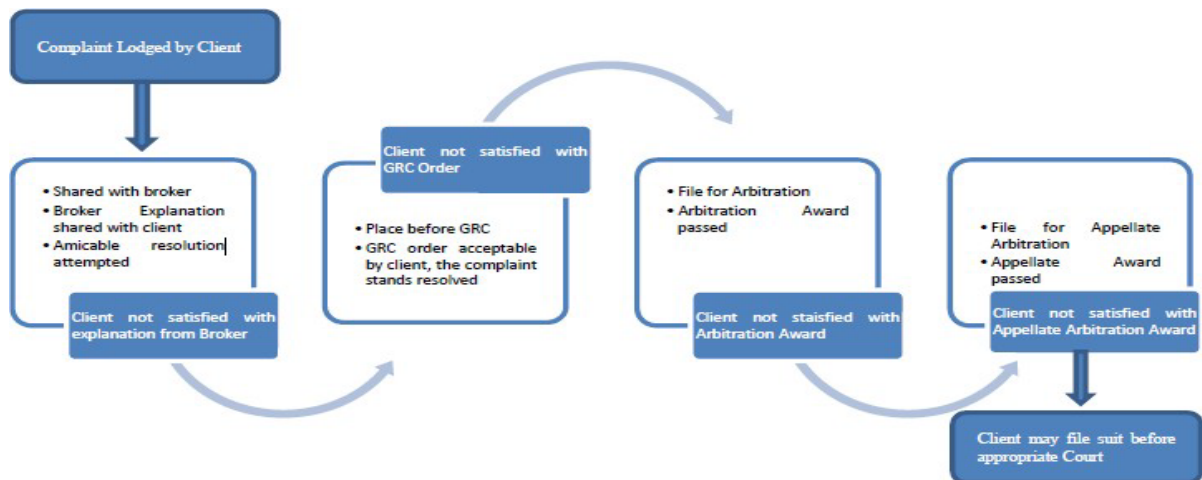
| DOs | DON'Ts |
|---|--|
| <ol style="list-style-type: none"> 1. Read all documents and conditions being agreed before signing the account opening form. 2. Receive a copy of KYC, copy of account opening documents and Unique Client Code. 3. Read the product / operational framework / timelines related to various Trading and Clearing & Settlement processes. 4. Receive all information about brokerage, fees and other charges levied. 5. Register your mobile number and email ID in your trading, demat and bank accounts to get regular alerts on your transactions. 6. If executed, receive a copy of Power of Attorney. However, Power of Attorney is not a mandatory requirement as per SEBI / Stock Exchanges. Before granting Power of Attorney, carefully examine the scope and implications of powers being granted. 7. Receive contract notes for trades executed, showing transaction price, brokerage, GST and STT etc. as applicable, separately, within 24 hours of execution of trades. 8. Receive funds and securities / commodities on time within 24 hours from pay-out. 9. Verify details of trades, contract notes and statement of account and approach relevant authority for any discrepancies. Verify trade details on the Exchange websites from the trade verification facility provided by the Exchanges. 10. Receive statement of accounts periodically. If opted for running account settlement, account has to be settled by the stock broker as per the option given by the client (30 or 90 days). 11. In case of any grievances, approach stock broker or Stock Exchange or SEBI for getting the same resolved within prescribed timelines | <ol style="list-style-type: none"> 1. Do not deal with unregistered stock broker. 2. Do not forget to strike off blanks in your account opening and KYC. 3. Do not submit an incomplete account opening and KYC form. 4. Do not forget to inform any change in information linked to trading account and obtain confirmation of updation in the system. 5. Do not transfer funds, for the purposes of trading to anyone other than a stock broker. No payment should be made in name of employee of stock broker. 6. Do not ignore any emails /SMSs received with regards to trades done, from the Stock Exchange and raise a concern, if discrepancy is observed. 7. Do not opt for digital contracts, if not familiar with computers. 8. Do not share trading password. 9. Do not fall prey to fixed /guaranteed returns schemes 10. Do not fall prey to fraudsters sending emails and SMSs luring to trade in stocks /securities promising huge profits. 11. Do not follow herd mentality for investments. Seek expert and professional advice for your investments. |

Grievance Redressal Mechanism

Level 1 – Approach the Stock Broker at the designated Investor Grievance e-mail ID of the stock broker. The Stock Broker will strive to redress the grievance immediately, but not later than 30 days of the receipt of the grievance.

Level 2 – Approach the Stock Exchange using the grievance mechanism mentioned at the website of the respective exchange.

Complaints Resolution Process at Stock Exchange explained graphically:



Timelines for complaint resolution process at Stock Exchanges against stock brokers

| S.No | Activities | Timelines for activity |
|------|---|--|
| 1 | Receipt of Complaint | Day of complaint (C Day). |
| 2 | Additional information sought from the investor, if any, and provisionally forwarded to stock broker. | C + 7 Working days. |
| 3 | Registration of the complaint and forwarding to the stock broker | C+8 Working Days i.e. T day. |
| 4 | Amicable Resolution. | T+15 Working Days. |
| 5 | Refer to Grievance Redressal Committee (GRC), in case of no amicable resolution. | T+16 Working Days. |
| 6 | Complete resolution process post GRC | T + 30 Working Days. |
| 7 | In case where the GRC Member requires additional information, GRC order shall be completed within | T + 45 Working Days. |
| 8 | Implementation of GRC Order. | On receipt of GRC Order, if the order is in favour of the investor, debit the funds of the stock broker. Order for debit is issued immediately or as per the directions given in GRC order. |
| 9 | In case the stock broker is aggrieved by the GRC order, will provide intention to avail arbitration | Within 7 days from receipt of order |
| 10 | If intention from stock broker is received and the GRC order amount is upto Rs.20 lakhs | Investor is eligible for interim relief from Investor Protection Fund (IPF).The interim relief will be 50% of the GRC order amount or Rs.2 lakhs whichever is less. The same shall be provided after obtaining an Undertaking from the investor. |
| 11 | Stock Broker shall file for arbitration | Within 6 months from the date of GRC recommendation |
| 12 | In case the stock broker does not file for arbitration within 6 months | The GRC order amount shall be released to the investor after adjusting the amount released as interim relief, if any. |

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

Default of TM/CM

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

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

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

- Norms for eligibility of claims for compensation from IPF.
- Claim form for lodging claim against defaulter stock broker.
- FAQ on processing of investors' claims against Defaulter stock broker.
- Provision to check online status of client's claim.

Level 3 – The complaint not redressed at Stock Broker / Stock Exchange level, may be lodged with SEBI on SCORES (a web based centralized grievance redressal system of SEBI) @ <https://scores.gov.in/scores/Welcome.html>



TARIFF STRUCTURE

1. UBS Securities India Private Limited shall charge brokerage, within the limits prescribed by SEBI & exchanges as given in this tariff sheet.
2. UBS Securities India Private Limited reserves the right to charge higher brokerage only after taking consent from the client. The same shall be communicated to the client in writing.
3. UBS Securities India Private Limited reserves the right to amend the Brokerage at any time. Brokerage will be levied as per the applicable rate on the date of transaction.
4. Brokerage shall be paid in the manner intimated by UBS Securities India Private Limited, together with the Good & Services Tax and other statutory charges/taxes as may be applicable from time to time on the same. The Client shall be required to pay any applicable taxes including the securities transaction tax, duties and levies as may be levied on the transaction from time to time. The same are applicable on the aforementioned Brokerage and are subject to change as per relevant regulations of competent authorities
5. Without prejudice to the generality of the above clause, the Client also agrees to pay any and all additional stamp duty payable if Contract Notes issued for any transaction executed are received by the Client in any other state other than the state of Maharashtra.

| BROKERAGE FOR EQUITIES SEGMENT | |
|---------------------------------------|--------------------------------------|
| Transaction | Brokerage % |
| Buy | As mutually agreed from time to time |
| Sell | As mutually agreed from time to time |

Goods and Services Tax (GST), Securities Transaction Tax (STT), and Stamp duty will be charged in addition to brokerage as follows:

- Good & Services Tax (GST) will be charged at 18% on total value of brokerage.
- Securities Transaction Tax (STT) at 0.1% on turnover on deliverable trades
- Applicable Stamp Duty charges as per delivery as per delivery and non-delivery would be levied on Buy side turnover