

TERMS AND CONDITIONS GOVERNING THE SERVICES PROVIDED BY THE STOCK BROKER.**PREAMBLE**

- The Client has opened an account with the Stock Broker for the purpose of trading on various exchanges and has accepted statement of Rights and Obligations.
- For the purpose of taking additional services from the Stock Broker and in order to define the operating terms and conditions, the Stock Broker and the Client have acknowledged to the terms and conditions here in contained.
- The Client understands that some of the terms and conditions may be more stringent than that provided in the Rights and Obligations and the Client has acknowledged and accepted such terms and conditions.
- The terms and conditions contained here in are binding on the Client. The Client has acknowledged to avail of services from the Stock Broker after fully understanding the terms and conditions. The terms and conditions shall be subject to modification from time to time and such modifications are binding on the Client.

E-BROKING SERVICES, WIRELESS SECURITIES TRADING and, DIAL AND TRADE SERVICES

Whereas The Stockbroker is in the business of offering various services including E-Broking Service and securities trading through the use of wireless technology to its clients and acknowledge to provide such services to the Client and client acknowledge to avail such services from stock broker subject to terms & conditions of this annexure and/or on the StockBroker's Website and the Exchange provisions.

The Stock Broker agrees that it has complied / shall comply with all requirements applicable to securities trading using wireless technology as may be specified by SEBI & the Exchange from time to time. The provisions of this Terms and Conditions shall always be subject to Government notifications, any rules, regulations and guidelines issued by SEBI and Stock Exchange rules, regulations and Bye-laws that may be in force from time to time.

Whereas the Stock broker, as required under Regulations, hereby conveys that it is carrying on proprietary trading.

Now, therefore, in consideration of the mutual understanding set forth in this Annexure, the client thereto has acknowledged to the following:

1.1 DEFINITIONS

- 1.1.1 "Exchange" means Bombay Stock Exchange Limited, National Stock Exchange of India Limited, MCX Stock Exchange Limited and United Stock Exchange of India Limited and includes segments of the Exchange. It shall also include any other exchange duly recognized under the Laws of India and such exchanges where the stock broker is a registered member and allows trading facilities and which the client may consent for trading.
- 1.1.2 "Exchange Provisions" means the Rules, Bye-laws, Regulations, Business Requirement, Specifications, handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes the Minimum Requirements Handbook for ITORS prescribed by the Exchange, as amended from time to time.
- 1.1.3 "E Broking" means Internet based Trading through Order Routing System (ITORS), being a system approved by the Exchange for enabling clients to route their orders to their Stockbroker over the internet and also includes trade done through the wireless technology.
- 1.1.4 "E broking Account Application" means the application submitted by the Client to the Stockbroker to permit the Client to avail of the Stockbroker's E-broking Service.
- 1.1.5 "E broking Service" or "Service" means the ITORS service offered by the Stockbroker to its clients through Website including the low bandwidth website or any other approved application where under the clients can route their orders for purchase, sale and other dealings in securities through the Stockbroker's website.
- 1.1.6 "Wireless Technology" shall include the use of devices such as mobile phone, laptop with data card, etc which use Internet Protocol (IP).
- 1.1.7 "Stock broker's E Broking system" or "Stock broker's e broking Website" means the web site hosted by the Stock broker on the internet through which the Stock broker offers the E broking Service or any other authorized application including the low bandwidth website dial and trade, speed trade and trades executed through dealers / sub brokers or through any application approved by the exchange or any other mode for which the broker has obtained the required approval and includes the Hardware and software used for hosting and supporting the Website.
- 1.1.8 "Password" means an alphanumeric code used by the Client to validate his/her username and access the Service.
- 1.1.9 "SEBI" means the Securities & Exchange Board of India.
- 1.1.10 "Username" means an alphanumeric login identification used by the Client for accessing the Service.
- 1.2 Stock broker offers/intends to offer broking through the internet or other services through the website www.myespresso.com including the low bandwidth website therein. The said website is owned and maintained by the Stock Broker. Stock broker also offers/intends to offer Dial and Trade services to the Client. Electronic broking services, Wireless Technology or dial and trade services or any other services through electronic mode shall be referred to as E-broking services.

- 1.3 The Stock broker shall provide information with respect to the addresses of the Internet web site / web page where detailed information would be available about securities trading through the use of wireless technology. The Client is aware that as it may not be possible to give detailed information to the investor on a hand held device e.g. mobile phones, minimum information may be given with address of the Internet website / webpage where detailed information would be available.
- 1.4 Before availing of the services, the Client shall complete registration process as may prescribe from time to time.
- 1.5 The client shall follow the instructions given in the web site for registering himself as a client. Such formalities will include selection of user id, passwords, basic client information etc. Once the system accepts the details inserted by the client the client will be registered as a user.
- 1.6 If the client has availed E Broking Services offered by the stock broker, then client shall be entitled to a username, a trading password and customer user identification number and Telephone personal identification number (T-Pin Number) or other identification or security code (by whatever name called) which will enable him to avail of the facilities of E-broking through the stock broker's Web site over the telephone or in any such other manner as may be permitted/offered by the Stock Broker for availing of the services. All terms regarding the use, reset and modification of such password shall be governed by information on the web-site.
- 1.7 The client is aware that the Stock Broker's system itself randomly generates the initial password encrypts and passes on the password to the client, The client acknowledge and undertakes to immediately change his initial password upon receipt thereof. The client is aware that the subsequent passwords also are not known or available to the Stock Broker or any third party other than his authorized representative.
- 1.8 The services on the Website shall be available to the registered user subject to the terms and conditions mentioned thereof.
- 1.9 The client acknowledges that he is fully aware of and understands the risks associated with availing of E-broking services through the internet including the risk of misuse and unauthorized use of his Username and/or trading password, T- pin number by a third party and the risk of a person hacking into the Client's trading account on the website and unauthorisedly routing trade orders on behalf of the Client through the system. The client acknowledge that he shall be fully liable and responsible for any and all unauthorized use and misuse of his trading password and / or username/T-pin number and also for any and all acts done by any person through the website using the Client's username in any manner whatsoever. Further at no point in time shall the Stock Broker be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the use and misuse of the trading password and/or the Client username.
- Incase, the client discovers unauthorized access/ security flow, the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request the Stock broker in writing to discontinue his old Password; and there upon the Stock broker shall cause the Stock broker's e- broking system to discontinue the use of the Client's old Password and the Stock broker's e-broking system shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the Stock broker be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password.
- 1.10 The stockbroker shall be entitled to presume that any orders or instructions entered or communicated using the client's user name, customer user identification number, T-pin number and password is the client's own order or instruction or that of the client's duly authorized representative. The client will be fully responsible and liable for, and will pay or reimburse to the stock broker on demand all costs, charges, damages and expenses incurred by the stock broker as a consequence of access and or use of client's account, stockbroker's system or service by any third party using the client's user name, customer user identification number, T-pin number and password.
- 1.11 The Client shall log off from the website at any time the Client is not accessing or using the service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall be borne solely by the Client.
- 1.12 The client shall, if desired by him, provide to stock broker a power of attorney, authorising the stock broker to debit/credit, block/create lien/pledge the client's depository accounts through its authorised personnel to the extent of transaction conducted by the client and any amount due and payable under any head, account or name, to the stockbroker.
- 1.13 The client acknowledge that orders, instructions and other communications given or made over the telephone may be routed through the stock brokers interactive voice response or other telephone system may be recorded by the stock broker. The client also acknowledge that such recording and the stock broker's records of any orders, instructions and communications given or made by the client or the stockbroker by electronic mail, fax, or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same.
- 1.14 The client acknowledge to provide information relating to customer user identification number T-pin number and such other information as may be required while placing orders on the telephone to determine the identity of the client. Provided however that nothing prevents the Stock Broker from accepting instructions from the Client over phone without usage of T-pin number and such acceptance of instruction by the Stock Broker shall be binding on the Client.
- 1.15 The Stock Broker may from time to time impose and vary limits on the orders that the Client can place through the Stock broker's Website (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and acknowledge that the Stock broker may need to vary or reduce the limits or impose new limits urgently on the basis of the Stock broker's risk perception and other factors considered relevant by the Stock broker, and the Stock broker may be unable to inform the Client of such variation, reduction or imposition in advance. The Client acknowledge that the stock broker shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the Stock broker's website on account of any such variation, reduction or imposition of limits. The Client understands and acknowledges that the stock broker 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 the stockbroker.
- 1.16 Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the stock broker's Website, the stock broker shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.

- 1.17 The Client acknowledge that the Stock broker may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.
- 1.18 In case of a market order, the Client acknowledge that he will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is trading when his order is entered into the stock broker's website.
- 1.19 The Client acknowledge and undertakes to immediately deposit with the Stock broker such cash, securities or other acceptable security, which the Stock broker may require as margin. The Client acknowledges that the stock broker shall be entitled to require the Client to deposit with the stock broker a higher margin than that prescribed by the Exchange. The stockbroker shall also be entitled to require the Client to keep permanently with the stock broker a margin of a value specified by the stock broker so long as the Client desires to avail of the Stock broker's e-broking system.
- 1.20 The client understands and acknowledges that the stock broker may discontinue e-broking service in part or in its entirety and change the terms of service (including the terms on the Stock brokers e-broking Website) at any time after giving 15 days notice to the client.

2. TRADING, SETTLEMENT AND ACCOUNTS

- 2.1 The client acknowledge that all orders placed by him for securities through the web-site and through wireless technology shall be within the parameters defined and mentioned in the terms and conditions specified in the Web-site.
- 2.2 The client acknowledges that all orders placed through the web-site and through wireless technology shall be forwarded by the system to Exchange. All orders placed otherwise than through the web-site shall be forwarded to the system of the Exchange through the Exchange terminals or any other order execution mechanism at the discretion of the Stock Broker.
- 2.3 All orders for purchase, sale or other dealings in securities and other instructions routed through the Stockbroker's website via the Client's Username shall be deemed to have been given by the Client.
- 2.4 Online confirmation will be available to the client upon execution of trade of an order placed by him through the Stock Broker's system. It shall be the responsibility of the client to review, immediately upon receipt, all confirmation of orders, transactions, or cancellations. It shall be the responsibility of the client to follow up with the Stock Broker for all such confirmations that are not received by him within stipulated time.
- 2.5 The Stock broker sends various reports, margin statements, confirmations, contract note of executed trades/ transactions (including executed prices, scripts or quantities) / transactions) or any other documents. Clients shall verify the communications sent by the stockbroker. If any discrepancy is observed, the same be forth with brought to the notice of the stock broker. If any statement of whatsoever nature is sent by our employees/ authorized persons, the same shall be verified by the client with the contract notes. In case of any discrepancy, data as per contract note shall prevail.
- 2.6 There may be a delay in the Stock Broker receiving the reports of transaction, status, from the respective exchanges or other persons in respect of or in connection with which the stock broker has entered into contracts or transactions on behalf of the clients. Accordingly the stock broker may forward to the client late reports in respect of such transactions that were previously unreported to him as been expired, cancelled or executed. The client shall not hold the Stock Broker responsible for any losses suffered by the client on account of any late reports, statements or any errors in the report/statements computed by or received from any exchange.
- 2.7 The client acknowledges that if, in any circumstance or for any reason, the market closes before the acceptance of the Order by the Exchange, the Order may be rejected. The client acknowledges further, that the Stock Broker may reject Orders if the same are rejected by the Exchange for any reason. In case of rejection of an order due to rejection by the Exchange, the client acknowledges that the order shall remain declined and shall not be re-processed, in any event.
- 2.8 The Stock Broker may, at its sole discretion, reject any order placed on the web-site or in any other manner due to any reason, including but not limited to the non-availability of funds in the trading account of the client, non-availability of securities in the Demat account of the client with a designated depository participant, insufficiency of margin amount if the client opts for margin trading, suspension of scrip-specific trading activities by or on an Exchange and the applicability of circuit breaker to a scrip in which orders are placed.
- 2.9 The client is aware that the Stock Broker may provide a facility for reconfirmation of orders, which are larger than those specified by the Stock Broker's risk management, and is also aware that the Stock Broker has the discretion to reject the execution of such orders based on such risk perception.
- 2.10 The client acknowledges further that the Stock Broker shall have the right to reject any order placed by the client for any reason and at any time without notice to the client.
- 2.11 The client acknowledge that, if any order (including square off order) is not accepted or not executed or cancelled, on the web-site or on direct terminals for any reason whatsoever, the Stock Broker shall have the right to treat the order as having lapsed. The client cannot claim any notional profit or consequent notional loss due to order not being executed or cancelled by the exchange.
- 2.12 The client is aware that the electronic trading systems at the Exchange or in the Stock Broker's offices or the service provider for wireless technology are vulnerable to temporary disruptions, breakdowns or failures. In the event of non execution of trade orders or trade cancellation due to the happening of such events or vulnerabilities due to failure/disruption/breakdown of system or link, Stock Broker shall be entitled to cancel relative contracts/(s) with the Client and shall not be able to execute the desired transactions of the client's. In such event, the Stock Broker does not accept responsibility for any losses incurred including loss of profit / notional profit / that may be incurred by the Client due to such eventualities which are beyond the control of the Stock Broker.
- 2.13 The Stock Broker may at its sole discretion permit execution of orders in respect of securities, irrespective of the amount in the balance of the account of the client.

- 2.14 The client acknowledge to abide with and be bound by all the Rules and Circulars that the Stock Broker may issue from time to time, and all rules, regulations and bye-laws of the Exchange as are in force pertaining to the transactions on his behalf carried out by the Stock Broker and the orders placed by him on the web-site or any other manner.
- 2.15 The systems used by the Stock Broker for providing e-broking services or dialup services are generally capable of assessing the risk of the client as soon as the order comes in. However, due to any reason whatsoever, if the order is processed without sufficient risk cover from the client, client shall be bound by such trade and shall provide such sum as may be required to meet his liability under the trade.
- 2.16 Any and all instructions issued by an authorised representative of the client shall be binding on the client in accordance with the letter authorising the said representative to deal on behalf of the client. All authentication of the authority of a client to instruct the Stock Broker to deal on behalf of the client shall be determined by the terms in this regard mentioned on the web site.
- 2.17 Cancellation or modification of the requests:
- 2.17.1 Cancellation or modification of an order pursuant to the client's request in that behalf is not guaranteed. The order will be cancelled or modified only if the client's request for cancellation and modification is received and the order is successfully cancelled or modified before it is executed. Market orders are subject to immediate execution wherever possible.
- 2.17.2 The client shall not be entitled to presume an order having been executed, cancelled or modified until a confirmation from the Stock Broker is received by the client. However, due to technical and other factors the confirmation may not be immediately transmitted to or received by the client and such a delay shall not entitle the client to presume that the order has not been executed, cancelled or modified unless and until the stock broker has so confirmed in writing.
- 2.17.3 All the pending orders are cancelled by the exchange, after the market is closed for the day.
- 2.18. The Stock Broker shall not be responsible for the non-receipt of the trade confirmation due to any change in the correspondence address or E-mail Address of the Client not intimated to the Stock Broker in writing. The Client is aware that it is his responsibility to review the trade confirmations, the contract notes, the bills or statements of account immediately upon their receipt. All information contained there in shall be binding upon the Client, if the client does not object in writing to any of the contents of such trade confirmation/intimation within reasonable time to the Stock Broker.
- 2.19 The Stock broker may allow/disallow client from trading in any security or class of securities or derivatives contracts and impose such conditions for trading as it may deem fit from time to time.
- 2.20 Client is aware about the rules bye-laws and regulations of the Exchange and SEBI. Client is aware that dealing at unreasonable prices, making cross deals in illiquid scrips without economic rationale, price rigging and such other acts or trade practices are in violation of the Bye-Laws, Rules, Regulations of the Exchange and SEBI. The client hereby undertakes not to indulge into such malpractices.
- 2.21 The Stock Broker shall also send the Order/Trade confirmation slip through E-mail to the CLIENT at his request, after putting an order or on execution of order/trade on the NEAT Trading system, as the case may be. The CLIENT acknowledges that the information sent by Stock Broker by E-mail is deemed to be a valid delivery of such information by the Stock Broker. The aforesaid information regarding order and trade confirmation shall be provided on the device of the CLIENT in case of securities trading through the use of wireless technology.

3 DEMAT ACCOUNT

- 3.1 The client acknowledge to open, maintain and operate a valid demat account with the depository participant designated by Stock Broker.
- 3.2 The client acknowledge that the Stock Broker may require the client, at any time during the subsistence of any arrangement relating to the subject matter of these presents, to open one or more demat accounts with the depository participant designated by Stock Broker. The client acknowledge that the debit/ credit for all the transactions may be effected in this/these accounts
- 3.3 The Client also authorizes the Stock Broker to debit charges payable to depository participant for depository services to the trading account of the Client maintained with the Stock Broker.

4. BANK ACCOUNT(S)

- 4.1 The client acknowledge that the Stock Broker may, at any time during the subsistence of any arrangement relating to the subject matter of the presents, require the client to open one or more accounts with a designated bank. The client acknowledges that the debit/credit for all the transactions may be effected in this/these accounts.
- 4.2 The client acknowledge that the Stock Broker shall have the right, at any time during the subsistence of this Terms and Conditions, to give any instructions pursuant to transactions covered under this Terms and Conditions to the banks with whom it has affiliations or any other arrangement, in respect of the account of the client maintained with such bank. The client acknowledge that he shall have no cause of action in respect of any instruction that may be given to the bank in respect of the accounts maintained with such bank in pursuance of the presents.
- 4.3 The client acknowledge that the Stock Broker may reveal certain information available with the Stock Broker in the course of the arrangement with the client, to the bank with whom such client maintains bank accounts pursuant to these presents, and the client shall have no remedy therefrom.
- 4.4 The client acknowledge that in the event the designated bank terminates the Terms and Conditions with the client in respect of the bank account maintained by the client with such designated bank, for any reason or informs the Stock Broker of any misdemeanor or transgression by the client in the operation of the account or in any other circumstance resulting in the closure or in operation of the said bank account with the designated bank, the Stock Broker may, at its discretion terminate services to the client and the client shall have no remedy there from.

4.5 The client confirms that the bank account linked to the trading account is the valid bank account of the client.

5. OTHER SERVICES

- 5.1 Stock Broker through its website www.myespresso.com or any other means intends to offer various services including the Mutual fund offered through the Exchange platform (“the Services”) to the Client. The Client may avail any or all such services that are introduced on or any other application as may be offered (referred as “the Website”). These Services shall include but shall not be limited to transactions for the purchase or sale of shares and securities or an order for the purchase or sale of or an application for any offer or public issue of shares, scrips, stocks, bonds, debentures, units of any Mutual Fund or any other security or financial instrument, derivative, Small Saving Schemes, Bonds, Fixed Deposits, Public Provident Fund and insurance policies, products and services, whether life or general or otherwise or such other products or services that Stock Broker may in its absolute discretion introduce or offer from time to time (hereinafter referred to as “Investment Products”).
- 5.2 The client has satisfied itself of the capacity of Stock Broker to offer services relating to investment by Client in Investment Products and the Client shall continue to satisfy itself of such capacity of Stock Broker before availing any services.
- 5.3 The transactions shall be executed in accordance with the applicable laws, byelaws, rules and regulations governing the specific Investment Product. The client shall be bound by circulars issued by the exchanges, rules regulations and circulars issued under by SEBI, AMFI and relevant notifications of Government authorities as may be in force from time to time. Stock Broker may, from time to time, impose and vary limits on the orders which the Client may place including exposure limits, turnover limits, limits as to numbers etc. The Client agrees that Stock Broker shall not be responsible for any variation or reduction that may be deemed necessary by Stock Broker based on risk perception and other relevant factors reason for which may not be disclosed to client.
- 5.4 The client shall notify the Stock Broker in writing if there is any change in the information in the client registration for provided by the client at the time of registering as a client for participating in the mutual fund segment of the exchange or at any time thereafter.
- 5.5 The client shall ensure continuous compliance with the requirements of the exchanges/SEBI and AMFI.
- 5.6 The client has read and understood the risks involved in investing in mutual fund schemes and other investment products. The client has read and understood the contents of the Scheme Information Document and Key Information Memorandum, addendum issued regarding each Mutual Fund Schemes and any other document with respect to which he chooses to subscribe/redeem. The client further agrees to abide by the terms and conditions, rules and regulations of the Mutual Fund Schemes from time to time.
- 5.7 The client shall also maintain an account with the depository participant and shall provide to Stock Broker a Power of Attorney if desired by the client authorising Stock Broker to debit/credit client's depository account to the extent required by the transactions conducted by the said client. Provided that this requirement may be waived by Stock Broker at its discretion, by suitable modification to the terms and conditions mentioned on the web-site.
- 5.8 Stock Broker, after being satisfied that the pre-requisites have been met by the client, may register the client as a Registered User of the website www.myespresso.com for availing the Services as may be offered.
- 5.9 Stock Broker shall, open an account (hereinafter referred to as “the account”) in the name of the registered user in the books of Stock Broker.
- 5.10 The client shall make an advance payment as may be required towards availing the Services being availed from time to time using the website www.myespresso.com or any other mode. If for any reason the service request is processed by Stock Broker without receiving advance payment, the Client is obliged to pay the short fall together with interest in accordance with the stock broker's policies and procedures immediately on demand. Provided that Stock Broker may, at its discretion, at any time during the subsistence of the arrangements described in this Terms and Conditions, dispense with the requirement of advance payment mentioned in this clause, unless such advance is required as part of the Service process, in which case Stock Broker shall not proceed with rendering service on behalf of the client until such advance has been duly paid by the client. Stock Broker shall, after registration, and opening of the account, provide to the registered user, a log-in password which will enable him/her/them to avail of the Services through the said web-site. The Services shall be available to the registered user subject to the terms and conditions mentioned on the website. The client also acknowledges to indemnify Stock Broker from any loss, injury, claim or action instituted against Stock Broker arising from the misuse of the password by any party Client may use the login-in password(s) as may be already provided to the Client, if the Client is using any of the Service being offered by Stock Broker. If the Client is non-individual, any person logging in for availing the Service shall be deemed to be authorized to transact on behalf of the Client. The Stock Broker shall not be liable for any loss that may result from failure/inability in electronic connectivity or rejection of any application towards the investment product for any reason whatsoever.

5.11 SUBSCRIPTION

- 5.11.1 Escrow Account: The client acknowledges to open, if required by the Stock Broker, an escrow account with a bank authorizing Stock Broker, by way of executing a Power of Attorney to this effect, to use the monies therein for availing of Services offered by the stock broker. The client acknowledges that all refunds, if any, shall be credited to the said account. Further, the client acknowledges that all applications subscribed to by Stock Broker on his behalf shall be based on the balances available in the said escrow account. Transfer of funds by the Client from his account with a bank to the designated account of Stock Broker may also be used for fulfilling the Services being availed by the client.
- 5.11.2 The client acknowledges that the use of the “transfer cash” module available on the web-site shall be treated as a valid request to Stock Broker to transfer cash to /from the said trading account. Client acknowledges that the funds will be transferred to Client only on Client requesting for the same through www.myespresso.com or through any other mode.
- 5.11.3 All transfers to and from the escrow account or any other account shall be made in the manner and by following the procedure mentioned in the terms and conditions on the web-site. All transfers to the Stock Broker shall be made from the bank account held in the name of the Client only.
- 5.11.4 Notwithstanding, anything contained in any other arrangement between the parties here to, the client authorises Stock Broker to release all payments due to them from the escrow account or any other account that they maintain in accordance with the terms hereof, against specific request in that behalf made in the manner and following the procedure laid down in the terms and conditions mentioned in the web-site.

5.12 BENEFICIARY OWNER ACCOUNT FOR DEMAT SECURITIES

- 5.12.1 The client has opened or acknowledges to open a valid Beneficiary Owner Account for Demat Securities (Demat Account) with the Stock Broker in its capacity as Depository participant or with any other Depository Participant as may be designated by Stock Broker.
- 5.12.2 The client further acknowledge that all securities due from/to the client on account of any transaction executed pursuant to the Services availed through the web site of Stock Broker or otherwise shall be settled only through such Demat Account as has been opened pursuant to this Terms and Conditions and that such settlement shall be valid discharge of obligation by Stock Broker.
- 5.12.3 All modifications to terms of service shall be made solely at the discretion of Stock Broker and shall be intimated to the client by a suitable modification to the terms and conditions on the web site. The registered user agrees to be bound by the modification so made to the website.

5.13 TRANSACTION PROCESSING

- 5.13.1 The client acknowledge that all transactions requested/initiated through the web-site or otherwise will be forwarded to the concerned party in whose Investment Product, the Client is dealing with, in accordance with the terms and conditions as displayed on the website and terms and conditions of the respective Investment Product as provided by the party issuing such Investment Product.
- 5.13.2 Stock Broker will update the client with the status of transactions requests received by Stock Broker through the electronic medium. Stock Broker may also send such information/confirmation by electronic mail / SMS or through any other mode as specified in the terms and conditions mentioned on the web-site, at the address mentioned in this agreement, or any other address as may be specified expressly by the client from time to time, to Stock Broker.
- 5.13.3 The client acknowledge that if, due to any reason what so ever his transaction request is not accepted/processed, then in such an event the said transaction shall stand rejected and Stock Broker shall not be held responsible in any manner whatsoever. The client acknowledge further that Stock Broker may reject any transactions if the same are rejected by the party issuing the Investment Product or their authorized representatives, the client acknowledge that the order shall remain declined and shall not be re-processed, in any event.
- 5.13.4 Stock Broker may, at their sole discretion, reject any transaction/application/order/bid placed on the web-site or any other mode due to any reason including non-availability of funds.
- 5.13.5 The client acknowledges further that Stock Broker shall have the right to reject any transaction placed by the client, for any reason and at any time without notice to the client. Provided that a transaction placed by the client may be rejected by Stock Broker, in the event of impossibility, or pursuant to any of the terms mentioned in this Terms and Conditions, the circulars, rules, regulations, notifications, bye-laws or legislation of any regulatory authority, or pursuant to any terms/arrangement between the client and Stock Broker or the client and the depository participant, whether such arrangement is entered into prior to the subsistence of the present Terms and Conditions.
- 5.13.6 The client acknowledge that, if the transaction is not accepted on the web-site or any other mode, for any reason, Stock Broker shall have the right to treat the transaction as having lapsed. The client acknowledge that Stock Broker shall not be liable or responsible for non-acceptance of the transaction of the Client due to any link/system failure at the end of the client, Stock Broker, Exchange, or any other party.
- 5.13.7 The client acknowledge, that in the event that there is a short fall in the account opened pursuant to this Terms and Condition with the bank or the depository participant, Stock Broker may, at their discretion, reject the client's transaction, or reduce the transaction size than that initiated by the client, or carry out the transaction after the money is credited to the client's account.
- 5.13.8 Stock Broker shall have the right to collect any monies or part thereof, that may become payable by the client at any time during the subsistence of the registration of the client with Stock Broker.
- 5.13.9 Stock Broker may at their sole discretion permit clients to use the web-site for the routing of their transaction irrespective of the amount in balance in the account of the client.
- 5.13.10 The client acknowledge to abide with and be bound by all the Rules and terms and conditions that Stock Broker may issue from time to time through their web-site or through any other mode, and all the rules, regulations and bye-laws of the Exchange, Securities Exchange Board of India, any other regulatory body, or any other concerned person as are in force for transactions on their behalf carried out by Stock Broker.
- 5.13.11 The Client shall pay all charges to Stock Broker, for the purpose of opening and maintaining the account as a fore said, and for obtaining the Services in addition to the fees and statutory levies as are prevailing from time to time and as they apply to the client's account with respect to the services that the stock broker renders the client.
- 5.13.12 The Client shall act in compliance with the rules/circulars that Stock Broker may issue regarding the fees that may be charged and the operational details regarding the use of such services.
- 5.13.13 Stock Broker will update all transactions as and when there is any update available at its disposal through its web-site or any other mode.
- 5.13.14 Any and all instructions issued by an authorized representative of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the client.
- 5.14 Clearing and Settlement: Stock Broker will credit the securities due to client on account of any transaction carried out to the Demat account of the client with the designated Depository Participant or as per the terms and condition specified on the site.

6 MAINTENANCE OF TRADING ACCOUNT

6.1 The Client has requested and here by authorizes the Stock Broker to consider his account with the Stock Broker in various exchanges on a consolidated basis along with any sum due under any account with the stock broker for the purpose of determining collection/payment of dues with respect to funds securities due to/due from Stock Broker. The client has represented that this will facilitate him in day- to-day operations in movement of funds and securities. In consideration of Stock Broker agreeing to this, the Client acknowledge that if any amount is overdue from/to him including the interest on delayed payment, the same shall be adjusted by the Stock Broker from dues owed to the Client by/from in any exchange. The Client authorizes the Stock Broker to make adjustments and/or to set off a part or whole of the securities placed asZ margin/collateral, and/or any credit in any account of the Client so maintained with the Stock Broker against the out standing dues in any of the account maintained by the Client with the Stock Broker This authorization is pursuant to the right of setoff given to the stock brokers.This authorization shall be treated as standing authorization and any entry passed or adjustments done by the Stock Broker shall be binding on the Client.The client understands and confirms that this authorization forms basis for Stock Broker to give trading limits and for any other facilities offered by the Stock Broker to the Client. Merely on the ground that according to the rules, bye-laws and regulations of the exchange and SEBI, the Stock Broker is required to maintain segment wise/ exchange wise account of the Client, the Client shall not dispute such entries passed by the Stock Broker. For the purpose of giving effect to this arrangement.

The Client expressly permits the Stock Broker to share information relating to the Client with its group/associated companies/sister concerns.

6.2 The Exchanges require the Stock Broker to maintain the client account for each Exchange/ segment separately. For this purpose Stock Broker may allocate the payment received from client and payments made to the client to any of the account of the client for any exchange/segment. Similarly the client authorizes the Stock Broker to pass such entries to adjust the debit/ credit balance of the client in trading account of one Exchange/segment to the other or vice versa. The client also authorizes the Stock Broker to maintain consolidated account of the client to facilitate the day-to-day operations. Such consolidation and segregation of client account as maintained by the Stock Broker shall be binding on the client. Without affecting the generality of the aforesaid the parties here to acknowledge as follows:

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

6.2.2 Money pay out by Stock Broker: Not withstanding anything contained in any other Terms and Conditions or arrangement, if any, between the parties here to, the client here by authorises the Stock Broker to release all payments due to him from the trading account maintained with the Stock Broker, against specific request in that behalf made in the manner and following the procedure laid down in the terms and conditions. For the purposes of this clause, any request made through or on the web-site or otherwise intimated shall be sufficient for the Stock Broker to execute an instruction. Any payment made to the designated bank account as per information available with the Stock Broker shall be deemed to be payment made to the client. 6.2.3 Securities pay into Stock Broker:All delivery to be effected to the Stock Broker for a trade must be made within 24 hours from the execution of the sale order or 1 day before the pay-in date, whichever is earlier. Losses, if any, that may accrue in the event of default in completing the delivery on the Exchange by the Stock Broker as a result of any delay in the delivery by the client, shall be borne solely and completely by the client. Losses for the purposes of this clause shall include auction debits/penalty charges, if any incurred as a result of non-delivery of securities on the settlement date on the Exchange. No third party shares will be sold through the Stock Broker or third party payment should be made to Stock Broker and client will be solely responsible for any violation. If the client has sold any securities in anticipation of receipt of securities from the exchange against purchase in previous settlements, such sale shall be at the sole risk as to costs and consequences thereof of the client.

6.2.4 Securities pay out by Stock Broker:The Stock Broker may directly credit the demat account of the client with the depository participant Provided that if the or derplaced by the client through the web-site or otherwise is for securities which are in the no-delivery period, such securities shall be credited to the trading account of the client only at the time of settlement of trades, as per the schedule of the Exchange. However, if any sum is due from the client the Stock Broker may with hold the credit of securities to the demat account of the client. However the client authorizes the Stock Broker to with hold the securities to meet liabilities of client to the Stock Broker under this Terms and Conditions.

6.2.5 Securities shortages in pay in and pay out: The client acknowledge to be bound by the guidelines, including the rules per taining to the adjustment of shortages in the client's position in securities transacted on behalf of the client, by the Stock Broker,either through orders placed through the use of thee-broking services and dial- up services of the Stock Broker or otherwise as may be issued by the Stock Broker from time to time. In case of internal shortage of securities, any entry passed to the account of Client in accordance with practice consistently followed by the Stock broker across all its Clients shall be binding on the Client. Further in case of shortage of securities, the Client authorizes the Stock Broker to borrow shares on behalf of the Client and debit the charges for the same to the Client's account maintained with the Stock Broker.

6.2.6 Stock Broker is entitled to consider any sum or money or security lying to the credit of the Client as margin received. However, no interest shall be paid by the stock broker to the client on such margin/credit slying in client account.

6.3 The client agrees that the stock broker may in its turn place any of the securities placed by him/her/it as margin / settlement obligations by way of pledge or hypothecation or margin on behalf of the client to meet their obligation, as the Stock Broker may deem fit.The client authorizes the Stock Broker to do all such acts, deeds and things as may be necessary and expedient for the above purpose as permitted by the exchanges/regulators.

6.4 The Client and the Stock Broker hereby agree and confirm that all rights, liabilities and obligations pertaining to the pledged securities shall be subject to the rights of the person in whose favour pledge has been created by the Stock Broker.The client hereby further agrees and confirms that the pledge created shall not be released or discharged until repayment of the outstanding obligation by the client towards the member. The Client shall raise no objection to any action taken against Stock broker pursuant to the a fore said pledge.

6.5 Adjustment of account between segments: Not with standing anything contrary contained in the Rights and Obligations/Agreement, the Client hereby confirms that the client has executed/desired to execute Rights and Obligations including but not limited to agreement(s) for trading on

the National Stock Exchange of India Limited (NSE), Bombay Stock Exchange Limited (BSE), MCX Stock Exchange Limited (MCX-SX) and/or any other Exchange in cash, currency and derivative segment, the client requests the Stock Broker to transfer, make adjustments and/or to set off apart or whole of the securities placed as margin and/or any surplus funds/ securities in any of the client's account/(s) maintained with the Stock Broker against the outstanding dues payable if any, by the client in any of the client's account/(s) maintained with the Stock Broker. The Stock Broker will have right of lien on the credit balance in any of the client's accounts. Any entries passed by the Stock Broker in accordance with this authorization shall be binding on the client.

- 6.6 Authority to debit the Demat Account operating charges for the beneficiary account maintained with the Stock Broker: The Client hereby authorizes the Stock Broker to debit the trading account maintained with the Stock Broker for the demat charges payable from time to time pertaining to the demat accounts held with the Stock Broker. Since, it is inconvenient to give cheques, the Client authorises the Stock Broker to debit the trading account maintained with the Stock Broker for the demat charges payable to Sharekhan Comtrade Private Limited as Depository Participant for providing depository services and that any such sum debited to the client's account shall be binding on the Client.
- 6.7 Authority to debit the Trading Account Opening Charges: The Client authorizes the Stock Broker to debit the trading account maintained with the Stock Broker for the account Opening Charges for offline trading Account payable to the Stock Broker and that any such sum be debited to the client's account shall be binding on the Client.
- 6.8 Trade Tiger Access Charges (applicable for online trading only): The Client hereby agrees to the Terms and Conditions for the Trade Tiger Access charges, as a fore said:
- The Client understands that the Stock Broker is entitled to charge an access fee for usage of the trading software Trade Tiger provided to the Client.
 - The Client hereby authorizes the Stock Broker to debit the client's account for Rs.3,000/- and relevant statutory charges towards Quarterly Access Charges for using Trade Tiger and acknowledges that this service would non-transferable.
 - The Client understands that in case the client opts for annual subscription, the charges would be Rs. 10,000/- excluding statutory charges.
 - The Client also understands that the upcoming features in Trade Tiger may carry additional charges and that the said charges are subject to change.
 - The Client understands that the Trade Tiger may be deactivated in case of non-payment of charges and that subscription amount once collected would not be refunded.
 - The Client acknowledges that the Access charges would be adjusted against the brokerage generated in the client's account over the subscription period. The Client also acknowledges that in case brokerage generated is less than the Access Charges then the balance would not be refundable.
- 6.9 Mandate to issue contracts, Statement of Funds and Securities and registration form through E-mail ID: The Client understands and agrees that in compliance of the obligations contained in the said Rights and Obligations, Sharekhan Comtrade Private Limited sends electronic communication including digitally signed contract notes, Statement of Accounts, bills as well as registration form and other communications (hereinafter referred to as electronic communications) on the email address provided in the KYC to the Stock Broker. The Client understands that the acceptance of the below mentioned terms and conditions through the electronic form shall be construed as a valid acceptance and shall be binding on the client. The Client here by agrees and gives consent to accept the contract notes for transactions carried on by the client with/through the Stock Broker, in Digital form. The Client undertakes to verify the contract notes sent by the Stock Broker. If any discrepancy is observed the same shall be forth with brought to the notice of the Stock Broker immediately. Non-verification or not accessing the contract notes on regular basis shall not be a reason for disputing the contract note at any time. Digital contract notes/any statements/circulars/notice issued would be sent to the email id as mentioned in KYC. In case of any change in EmailID, the Client will communicate to the Stock Broker through a physical letter. The Client understands that non receipt of bounced mail intimation by the Stock Broker, shall be considered as a valid delivery and the Stock Broker shall not be responsible for the consequences thereof.. Digital Contract Notes will also be available at URL <https://www.myespresso.com>. In case of any announcement and notices, the client will raise the query within the time specified in the respective communication. If the client am not able to respond with in the time specified, it shall be assumed that the client have taken the note of the communication and the client do not have any objection and/or query on the said communication. Feedback or objections would be raised by sending an email to support@myespresso.com or any other specified email mentioned in the communication.
- 6.10 The Client confirms that all other terms and conditions mentioned in the Right sand Obligations, including all voluntary clauses and confirmations, accepted by the Client shall continue to remain binding.

7 REPRESENTATIONS AND WARRANTIES

- 7.1 The Client acknowledges that he has the required legal capacity and is authorized to enter into this Terms and Conditions and is capable of performing his obligations and undertakings. Also the client here by warrants that the terms of the presents are not in contravention of any rights of any party with whom such client has any arrangements, at any time during and prior to the execution of this Terms and Conditions.
- 7.2 All actions required to be taken to ensure compliance of all the transactions, which the client may enter into pursuant to this Terms and Conditions with all applicable laws, shall be completed by the client prior to such transaction being entered into.
- 7.3 Any instructions given by an Authorised representative of the client to the Stock broker or to Stock Broker's representative, shall be binding on the Client.
- 7.4 The client acknowledge that he is trading for his own account and shall not act as a Sub-broker of the Stock Broker without the prior written permission of the Stock Broker and without obtaining the certificate of registration from the Securities and Exchange Board of India (SEBI).

- 7.5 Though the Terms and Conditions has been divided into sections governing transactions in various segments/services, the Terms and Conditions shall be binding on the parties in its entirety. Entering into this Terms and Conditions governing transactions in multiple segments/services shall not be a reason for disputing any transaction or account of client with the Stock Broker.
- 7.6 The client warrants that he has, maintained and operates a valid account with a designated bank for execution of orders through the E-broking facilities or otherwise.
- 7.7 The client acknowledge to provide and continue to provide all details about them selves as may be required by the Stock Broker including but not restricted to PAN Number or Unique Identification Number (issued by SEBI) and states that all details and facts represented to the Stock Broker are true.
- 7.8 The client represents and warrants to the Stock Broker that all the information provided and statements made in the clients account application are true and correct and are not misleading (whether by reason of omission to state a material factor otherwise) and the client is aware that the Stock Broker has agreed to provide the Stock Broker's service to the client on the basis inter-alia, of the statements made in client's account application.
- 7.9 The Client expressly permits the Stock Broker to share information relating to the Client with its group/associated companies/sister concerns for the purpose of updating it's records and also for any other purpose.
- 7.10 The client agrees to inform Sharekhan Comtrade Private Limited, of change in the details mentioned in the client registration form either by submitting the application in a physical form or by requesting the change through the secured access with the client's login-id and password.
- 7.11 The client acknowledges that the E-broking services may involve the services of third party service provider and may influence the nature, and quality of service which the clients avail from the stock broker. The stock broker shall not be responsible for the quality or availability of such services.
- 7.12 The client assumes complete responsibility for the safe custody and usage of device used for trading though the wireless technology and losses arising there from. The client further acknowledges that he will not hold the stock broker responsible in cas eof improper usage of the device by any person other than himself.
- 7.13 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.
- 7.14 The Client understands that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Stock broker or otherwise. The Client understands that the Exchange does not guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it. Neither the Stock broker nor the Exchange shall be liable in any way for incorrect, misleading, incomplete or dated data or information and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.
- 7.15 The Client shall not furnish market information provided by the Exchange 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.

8 FEES AND BROKERAGES, DEFAULT BY THE CLIENT, TERMINATION AND ARBITRATION, etc. TERMS OF CONSIDERATION

- 8.1 COMMISSIONS AND BROKERAGE: All commissions and charges leviable on transactions in securities pursuant to this Terms and Conditions shall be payable as mentioned below;
- 8.2 The Client acknowledge to pay the stock broker brokerage, commission, fees, service tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transactions, and the services that he receives from the stock broker. The Stock Broker shall charge brokerage to the clients at a rate as mentioned on the web-site or otherwise and intimated and agreed upon by the client.
- 8.3 A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by the Stock broker to the Client from time to time upon request by the Client subject to the terms and conditions on the website.

8.4 USER FEES/OTHER CHARGES:

The client acknowledge that the Stock Broker may charge user fees for the use of any other service, at a rate mentioned on the web-site and intimated and as may be modified from time to time. The stock broker may charge the client on account of processing cost associated with issuance of physical contract note in case where the client has opted for electronic contract note. The Stock Broker may charge any other relevant charge in the manner intimated on the web-site or in any other manner from time to time including but not limited to Trade Commissions, Service Tax, Turnover Charges, Tax Expenses incurred, Stamp Duty, etc., as applicable.

- 8.5 The Client also acknowledge and authorizes the Stock Broker, upon receipt of intimation from the designated depository participant, to debit the trading account of the client towards depository charges payable by the client to the designated depository participant and make onward payment to the designated Depository Participant.
- 8.6 All references to the specific quantity/rate/fee mentioned in this Terms and Conditions are subject to change from time to time, as so agreed to in writing between the parties.

9 DEFAULT AND CONSEQUENCES THEREOF

- 9.1 The client acknowledge that he shall be deemed to have defaulted the terms of this Terms and Conditions in circumstances including but not restricted to the following:

9.1.1 Any delay in payment of margins, charges or delivery in respect of this Terms and Conditions for transactions executed on behalf of the client.

9.1.2 Any contravention of the terms contained in this Terms and Conditions or on the website.

9.1.3 Any misrepresentation or false statement or omission, or misleading information supplied by the client to the Stock Broker.

9.2 In the event of default under this Terms and Conditions by the client, the Stock Broker shall be entitled to any or all of the following courses of action.

9.2.1 Immediate termination of this Terms and Conditions and terminations of provision of services in terms of this Terms and Conditions;

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

9.2.3 Arbitration in terms of this Terms and Conditions.

9.2.4 Charge of an amount that shall not exceed the actual losses incurred by the stock broker consequent to the default along with the interest at market rates.

9.2.5 The client acknowledge, that without prejudice to any other remedy or right prescribed in the presents, the Stock Broker may levy various charges, statutory levies, delay payin charges in accordance with the stock broker's policies procedures.

10 SET-OFF

10.1 The client authorises the Stock Broker to block securities against pending order or pledge securities in favor of the Stock Broker against any of his dues, provided that this requirement may be waived by the Stock Broker, at its discretion, by suitable modification to the terms and conditions.

10.2 The stock broker may debit client's Trading Account towards monies, fees, charges etc. payable to Sharekhan Comtrade Private Limited /service provider or to any affiliates / group companies / subsidiaries of Sharekhan Comtrade Private Limited , in case of any facilities availed by the client through such service providers/subsidiaries/affiliates.

11 VERIFICATION:

Stock broker may adopt any such processes or procedures to verify the genuineness of the client and the documents submitted by the client from time to time and client acknowledge to comply with such processes and procedures. Such processes and procedures may involve appointment by stock broker an out side agency.

12 INVESTMENT OR ANY OTHER ADVICE

12.1 The client acknowledge that the Stock Broker shall not be required to provide the client with any form of legal, tax, invest mentor accounting related advice. Or advise regarding the suitability or profitability of a security or investment.

12.2 The client acknowledges that none of the services available on the web-site or through any literature or brochure issued by the Stock Broker shall amount to investment advice on the part of the Stock Broker.

12.3 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.

12.4 The Client acknowledge that in the event of the Stock broker or any employee or official of the Stock broker providing any information, recommendation or advice to the Client, the Client may act upon the same at the sole risk and cost of the Client, and the Stock broker shall not be liable or responsible for the same.

12.5 The Stock broker, its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the Client.

12.6 The Client assumes full responsibility with respect to his Decisions, Investments, and transactions.

13 MISCELLANEOUS

13.1 The singular shall include the plural where the context so admits and vice versa.

13.2 The masculine shall include the feminine and the neutral and vice versa.

13.3 The client acknowledge to abide by operational procedures laid down by Stock Broker regarding banking transactions, billing etc. and any changes made in these procedures from time to time and mentioned on the website.

13.4 Words and expressions which are used in this Terms and Conditions, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned there to in the rules, Bye laws and Regulations of the Exchange & circulars issued there under. Further, provisions of this Terms and Conditions 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 there under and as amended from time to time.

14 MODIFICATIONS

- 14.1 All modifications to this Terms and Conditions shall be made in accordance with the SEBI / Exchange requirements and shall be intimated to the client by a suitable modification to the terms and conditions or other applicable section on the web-site or in any other manner. All modifications to the voluntary clauses shall be modified by giving notice of 15 days to the client. In the event where the client has not objected to revised terms with in 15 days of receiving the notification, the same shall be binding on the client.
- 14.2 The client acknowledge that a modification to the information in the terms and conditions section on the web-site or any other applicable section and a display of the modification for the duration of the applicability of such modification to the circumstances of the client, shall be sufficient notice to the client, to take note of such modification.

15 ASSIGNMENT:

The client acknowledge that the stock broker may during the subsistence of these presents, assign, transfer or otherwise alienate, by executing Terms and Conditions or in any other manner, all or any of its rights and/ or obligations in accordance with the exchange or regulator's requirements terms of this Terms and Conditions to any person or entity including but not limited to its affiliates, associates or sister companies and the rights and obligations of the Stock Broker under this Terms and Conditions or any amendment or modification hereto shall vest and ensure for such assignee after the same is informed to the client pursuant to the regulatory permissions granting such transfer or alienation.

16 NO WAIVER:

The failure on the part of Stock Broker from taking any action against the client for any breach or breaches of the Terms and Conditions shall not constitute a waiver by the Stock Broker of any subsequent or continuing breach thereof by the client.

17 INDEMNITY

- 17.1 The Stock Broker shall be indemnified by the client in case of any action initiated against the Stock Broker by any party not privy to this contract, and it shall be the duty of the client to bear out of their funds, all costs, losses and expenses which any such Stock Broker may incur or become liable to pay, by reason of any event in the course of the use of the said services of the client.
- 17.2 In the event of death or insolvency of the client, winding up or liquidation, or their otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, the Stock Broker may close out the transaction of the client and the client or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result there from.
- 17.3 The client is aware that authentication technologies and strict securities measures are required for internet trading/ Securities trading through wireless technology through order routed system and under take to ensure that the password of the client and/or their authorized representatives are not revealed to any third party. The client also acknowledge to indemnify the Stock Broker from any loss, injury, claim or any action instituted against the stock broker arising from the misuse of the password by any party.
- 17.4 The client shall indemnify and keep indemnified the Stock Broker harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, changes and/or expenses that are occasioned or may be occasioned to the Stock Broker directly or indirectly, as a result of bad delivery of shares/securities and/or as a result of fake/forged/stolen shares/securities/ transfer documents that are introduced or that may be introduced by or through the client during the course of his dealings/operations on the Exchange.

18 FORCE MAJEURE:

The Stock Broker shall not be responsible for delay or default in the performance of their obligations due to contingencies beyond their control, such as (including but not limited to) losses caused directly or indirectly by exchange or market rulings, suspension of trading, fire, flood, civil commotion, earthquake, war, strikes, failure of the systems, failure of the internet links or government/regulatory action.

19 SEVERANCE:

In the event of anyone or more of the provisions contained in this Terms and Conditions becomes invalid, illegal or unenforceable in any respect under any law for the time being in force, the validity, legality and enforceability of the remaining provisions contained here in shall not in any way be prejudiced or affected thereto.

20 The Client dispenses with the requirement of sending any communication in physical form if opted for electronic mode of communication or as may be required by law. Any communication sent by the Stock Broker in electronic form to the known E-mail address or mobile number of client or through access to the web-site of Stock Broker described in this agreement shall be binding on the client.

21 NOTICES:

All notices, correspondences or communications issued under this Terms and Conditions shall be served in any one or more of the following modes of communications and such notice or communication shall be served at the ordinary place of residence and/or last known web address/residing address and/or at the ordinary business address of the party to this Terms and Conditions such as:

- by hand delivery
- by post
- by registered post
- under certificate of posting

- by telegram
- by electronic mail or fax
- by affixing it on the door at the last known business or residential address.
- by oral communication to the party or on the last known telephone number or on the recording machine of such number.
- by advertising in at least one prominent daily newspaper having circulation in the area where the last known business or residential address of the party is situated.
- By notice posted on the notice board of the Exchange if no address is known. Any communication sent by the Stock Broker to the Client shall be deemed to have been properly delivered or served, if such communication is returned to the Stock Broker as unclaimed / refused / undelivered, if the same was sent in any one or more of the above modes of communication to the ordinary place of residence and/or last known web address / residing address and/ or at the ordinary business address of the party to this Terms and Conditions.

22 TERMINATION:

22.1 Unless specified otherwise, both parties shall be entitled to terminate this Terms and Conditions at will and without giving any reasons to the other party but not without giving a notice in writing of not less than 30 days that shall be dispatched to the address mentioned in this Terms and Conditions. However, such cancellation or termination shall not have any effect on any transaction(s) executed prior to the date of such notice of termination and the rights and obligations in respect of such transactions shall continue to subsist in terms of this Terms and Conditions, and/or the terms and conditions as prescribed.

22.2 This Terms and Conditions shall become effective on the date first written above or the commencement of first transaction, whichever is earlier and shall remain in full force unless and until terminated.

22.3 In the event of a Governmental action or action from any regulatory authorities debarring the Stock Broker from carrying on business or rendering it impossible to transact the business or broking or E- broking, this Terms and Conditions shall stand terminated.

22.4 The termination of this Terms and Conditions 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.

Subject to Stock Broker Client Terms and Conditions, Courts in Mumbai shall have exclusive jurisdiction for the purpose of giving effect to these Terms and Conditions.

23 JURISDICTION:

Subject to Stock Broker client Terms and Conditions courts in Mumbai shall have exclusive jurisdiction for the purpose of giving effect to these terms and conditions.

Sharekhan Comtrade reserves the right to refuse to place such orders whether or not the client fulfills the aforementioned conditions.