

Please read the following instructions and guidelines carefully before completing the account opening kit

1. Please ensure that the forms are complete in all respect and copies of required documents are attached.
2. Please use CAPITAL LETTERS in filling up the forms, writing one alphabet in each box provided and leaving a box blank between two words
3. Please authenticate any alterations/ corrections made on the account opening form
4. Complete address along with proof of the same is required
5. Original documents will be required for verification at the time of submission.
6. All documents should be dated and signed by all constituents (First/Sole holder, Second holder, Third Holder, Nominee, Witness) as required at designated spaces in the forms and agreements
7. Please paste and sign across photographs for all holders/nominee/guardian in the account opening form
8. Proof of Identity and address is mandatory for all joint holders
9. For Depository service, all communication will be sent to the address of First/Sole holder only.
10. Trading account cannot be opened in joint names. If members of a family wish to open separate accounts, each member should fill up a separate form.
11. Trading account cannot be opened in the name of Minor.
12. Client agreement and application for nomination (Depository account) should be witnessed and should bear the signature name and address of the witness
13. Telephone number is mandatory for all clients.
14. Signatures can be in English or Hindi or any of the other languages contained in the 8th schedule of the Constitution of India. Signatures other than the above mentioned languages must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate under his/her official seal.
15. Signatures should preferably be in BLACK INK.
16. Details of the Names, Address, and Tel No. etc of the Magistrate / Notary Public / Special Executive Magistrate are to be provided in case of any attestation done by them.
17. In case of applications under a Power of Attorney, the relevant Power of Attorney or the certified and duly not arised copy thereof must be lodged along with the application.
18. Please choose the segment you want to trade in by ticking and signing against it. (Please Refer page T-2)
19. In the event of any over writing, you must counter sign the correction.

IN PERSON VERIFICATION (TO BE DONE BY EMPLOYEE OF COMPANY)

I hereby confirm that the customer(s) has/have signed the Broking and/ or Demat application form in my presence and the photograph(s) on the identification documents and the person(s) signing the application form is/are one and the same

Broker / DP Name: Fullerton Securities and Wealth Advisors Limited

Name and Address of the Branch: _____

Name of staff doing in-person verification: _____


Employee code of staff doing in-person verification: _____

Date of verification: Place of verification: _____




Signature of staff doing in-person verification

Signature of account holder(s)

 **First/Sole Holder**

 **Second Joint Holder**

 **Third Joint Holder**

INDEX PAGE

S.No.	Contents	Brief Description	Page Nos
	EQUITY ACCOUNT OPENING FORM		
	<u>Mandatory Documents</u>		
1	Account Opening Form- Broking	Capturing details for client identification to open client's Trading account	1-3
2	Member Client Agreement - NSE (CM and F&O segments)	Agreement lays down basic rights and obligations of the Client and the Stock Brokers as prescribed by the Regulators	5-6
3	Member Client Agreement - BSE (CM segments)	Agreement lays down basic rights and obligations of the Client and the Stock Brokers as prescribed by the Regulators	7-8
4	Combined Risk Disclosure Document	Document contains indicative list of risks involved in trading and also client's rights and obligations as prescribed by the Regulators	9-11
5	Policies and Procedures - Dealing with Clients Trading	Certain applicable policies and procedures of FSWA significant to Trading account of the client	12
	Non- Mandatory Documents (Voluntary)		
1	Member Client Agreement- Broking (including Internet Trading and Securities Transaction through Wireless Technology)	Clauses required for smooth operations of client's trading/ investment, internet trading, call center trading, etc. Also includes schedules for trading through internet and wireless technology	13-33
2	Authorisation to maintain Running Account	Required for maintaining clients account on a running account basis	34
3	Authorisation cum Consent Letter	Required for sending communications electronically etc.	35
4	Consent letter from STWT	Consent given by client to do securities trading using wireless technology in NSE & BSE	36
5	HUF declaration cum letter	Given by all co-parceners in favour of Karta for trading and Demat account	37
6	BSE Star MF	For Trading in Mutual fund through BSE	38
7	NSE-MFSS facility	For Trading in Mutual fund through NSE	39
	DEPOSITORY ACCOUNT OPENING FORM		
1	DP Account Opening Form	Capturing details for client identification to open client's Demat account	40-42
2	Nomination Form	To have the nomination facility in the Demat account	43
3	Agreement between DP and Beneficial Owner (Client)	Prescribed by CDSL, provides basic rights and obligations of client and Depository participant. Required to open Demat account through FSWA	44
4	Terms and Conditions- SMS Alerts	Prescribed by CDSL. Required to receive SMS alerts for the transactions executed in the Demat account directly from CDSL.	45
5	Power of Attorney & Fax Indemnity	Powers given to operate the Demat account	46-48
1	ISAO form and Channel Partner Agreement	Capturing details for client identification to open client's Investment account for Mutual Funds and Insurance, etc	51-58
2	General Terms and Conditions	Terms and conditions for doing investments in various financial products through FSWA.	59-63
		Blank Page	4 & 50
		Checklists and Guidelines for documents to be submitted	Back Cover inside

Investments / Trading Experience Details of Individual /HUF Clients

Prior investment/trading experience[^]: No prior experience ___ years in stocks ___ years in derivatives
 ___ years in currency derivatives ___ years in any other investment related fields.

Trading Preference[^] :

A. Stock Exchanges on which you wish to trade (Please tick the relevant box):

National Stock Exchange Bombay Stock Exchange

B. Market segments you wish to trade (Please tick the relevant box)

Capital Markets/Cash segment Derivatives Segment (If opted for this segment, please fill Exhibit A)

Networth (in Rupees) _____ as on

Are you registered with any other Broker (s) / member (s)[^]: Yes No; If Yes, Please provide details below:

Name of Broker	Name of Exchange (s)	Client Code No

Details of bank accounts[^] of Individual /HUF Clients (Through which transactions will generally be routed. Proof of bank account (s) required.)

Preferred Bank A/c	Bank name	Branch Address	Account No.	A/c Type (Saving, Current, NRI, others)	MICR No.	IFSC Code
<input type="checkbox"/>						
<input type="checkbox"/>						

** Please tick the preferred bank account for the Pay-out of funds.

Depository Participant Details[^] of Individual /HUF Clients (Through which transactions will generally be routed. Proof Required)

Preferred DP A/c	DP Name	DP Address	DP ID	Beneficiary / Client ID
<input type="checkbox"/>	FSWA	Orchid Centre, Sector-54, Gurgaon	12061000	
<input type="checkbox"/>				

** Please tick the preferred DP account for the Pay-out of securities / shares.

Details of Karta (For HUF clients) : (Proof required)

Name of Karta[^]

PAN of Karta[^]

Father's Name of Karta[^]

Bank Details of Karta

Bank Name	Branch	Account No.	Account type

Introduction details (Mandatory) :

Introduced by Another client of Fullerton Securities & Wealth Advisors Ltd. Authorised Person
 Director or employee of Fullerton Securities & Wealth Advisors Ltd. Others (specify) _____

Name of the Introducer[^]

Address: _____

CRN No (if any)

PAN/DL/Voter ID/Passport No.

Tel: _____

Relationship with Client: _____

Signature[^]

Declaration[^] :

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

Signed by the Client[^] :


Name

Date[^]

Place[^]

Photo of
Applicant with
sign across the
photograph
(half on - half off)

This page
is left blank
intentionally

Member Client Agreement – NSE (Capital Market and Future & Option) 

(Mandatory)

This Agreement made and executed at Gurgaon as on ____ / ____ / 20 __

BETWEEN :

Fullerton Securities & Wealth Advisors Limited, a body corporate, incorporated under the provisions of the Companies Act, 1956, and registered as a stock broker with the Securities and Exchange Board of India and the National Stock Exchange of India Limited having its registered office at Second Floor, Orchid Centre, Sector-54, Gurgaon – 122 002, Haryana, India hereinafter called “the Stock Broker” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART.

AND

The person/s specified in the Schedule as “the Client”, [hereinafter called “the Client”] which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include (if the Client is an individual) his/her heirs, executors, administrators and legal representatives and permitted assigns; (where the Client is the Karta of a Hindu Undivided Family), the members for the time being of the said Hindu Undivided Family and their respective heirs, executors, administrators and assigns] of the OTHER PART.

WHEREAS :

The Stock Broker is registered as the stock broker of the National Stock Exchange of India Limited (hereinafter referred to as the “Exchange”) with SEBI Registration number INB 231309031 in the Capital Markets Segment and SEBI Registration number INF 231309031 in the Futures and Options Segment .

The Client is desirous of investing/trading in those securities/contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, By-laws and Regulations of the Exchange and circulars issued there under from time to time.

The Client has satisfied 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.

The Stock Broker has satisfied and shall continuously satisfy him/herself about the genuineness and financial soundness of the Client and investment objectives relevant to the services to be provided; and

The Stock Broker has taken steps and 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.

The Stock Broker and the Client agree to be bound by all the Rules, 'Bye-laws' and Regulations of the Exchange and circulars issued hereunder and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

Now, therefore, in consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms and conditions :

1. The Client agrees to immediately notify the Stock Broker in writing if there is any change in the information in the ‘client registration form’ provided by the Client to the Stock Broker at the time of opening of the account or at any time thereafter.
2. The Stock Broker declares that it has brought the contents of the risk disclosure document to the notice of Client and made him aware of the significance of the said document. The Client agrees that :
 - a. He has read and understood the risks involved in trading on a stock exchange.
 - b. He shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the Client to understand the risk involved shall not render a contract as void or voidable and the Client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the Client chose to trade.
3. The Client agrees to 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 agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and 'Bye-laws' of the relevant stock exchange/SEBI.
4. The Client agrees to abide by the exposure limits, if any, set by Stock Broker or by Exchange or Clearing Corporation or SEBI from time to time.
5. Without prejudice to the Stock Broker’s other rights (including the right to refer a matter to arbitration), 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.
6. The Stock Broker agrees 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 SEBI Rules and Regulations circulars/guidelines/ Exchanges Rules/Regulations/'Bye-laws' and circulars.
7. The Client agrees to immediately furnish information to the Stock Broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
8. The Stock Broker agrees to inform 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 relevant stock exchange.
9. 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 successors, heirs and assigns shall be entitled to any surplus which may result there from.
10. The Stock Broker agrees that it shall cooperate in redressing grievances of the Client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the Client.
11. The Stock Broker shall continue to be responsible for replacing bad deliveries of the Client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the Client.
12. 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 it may have had transactions in securities.

- 13. The Client and the Stock Broker agree to refer any claims and/or disputes to arbitration as per the Rules, 'Bye-laws' and Regulations of the Exchange and circulars issued there under as may be in force from time to time.
- 14. The Stock Broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the Client and that he shall be liable to implement the arbitration awards made in such proceedings.
- 15. Information about default in payment/delivery and related aspects by a Client shall be brought to the notice of the relevant stock Exchange (s). 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 to the relevant stock exchange (s) .
- 16. The Stock Broker and the Client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
- 17. The Stock Broker and the Client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
- 18. The Stock Broker and the Client declare and agree that the transactions executed on the Exchange are subject to Rules, 'Bye-laws' and Regulations and circulars issued there under of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the 'Bye-laws' and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, 'Bye-laws' and Regulations of the Exchange and the circulars issued there under.
- 19. The instructions issued by an authorised representative, if any, of the Client shall be binding on the Client in accordance with the letter authorising the said representative to deal on behalf of the said Client.
- 20. Where Exchange cancels trade (s) suo moto all such trades including the trade/s done on behalf of the Client shall ipso facto stand cancelled.
- 21. This agreement shall forthwith terminate; 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 issued by the Board is cancelled.
- 22. The Stock Broker and the Client shall be entitled to terminate this agreement 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 agreement 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.
- 23. In addition to the specific rights set out in this Agreement, the Stock 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 Exchange and circulars issued there under or Rules and Regulations of SEBI.
- 24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, 'Bye-laws' and Regulations of the Exchange and circulars issued there under.
- 25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and 'Bye-laws' of the relevant stock exchange that may be in force from time to time.
- 26. The Stock Broker hereby undertakes to maintain the details of the Client as mentioned in the 'client registration form' or any other information pertaining to the Client in confidence and that it 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 it/his Client to any person or authority with the express permission of the Client.

This agreement can be altered, amended and/or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, 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 Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

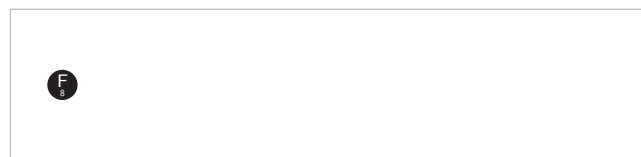
IN WITNESS THEREOF the parties to the Agreement have caused these presents to be executed as of the day and year first above written.

The Schedule above referred to :
(Description of the Client)

Name : _____

Constitution : Individual/HUF _____

Address : _____



(Signature of the Client)

Client Name : _____

Please go through the Risk Disclosure Document carefully before signing.

For and on behalf of
Fullerton Securities & Wealth Advisors Ltd.

Authorised Signatory
Name of the Signatory
Designation of the Signatory

In the presence of (Witness) :

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

Note : All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time, as so agreed to in writing between the parties.

Member Client Agreement (BSE–Capital Market)

(Mandatory)

This Agreement made and executed at Gurgaon as on ____ / ____ / 20 __

BETWEEN :

Fullerton Securities & Wealth Advisors Limited, a body corporate, incorporated under the provisions of the Companies Act, 1956, and registered as a stock broker with the Securities and Exchange Board of India and the Bombay Stock Exchange Limited having its registered office at Second Floor, Orchid Centre, Sector–54, Gurgaon – 122 002, Haryana, India hereinafter called “the Stock Broker” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART.

AND

The person/s specified in the Schedule as “the Client”, [hereinafter called “the Client”] which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include (if the Client is an individual) his/her heirs, executors, administrators and legal representatives and permitted assigns; (where the Client is the Karta of a Hindu Undivided Family), the members for the time being of the said Hindu Undivided Family and their respective heirs, executors, administrators and assigns] of the OTHER PART.

WHEREAS :

The Stock Broker is registered as the stock broker of the Bombay Stock Exchange Limited (hereinafter referred to as the “Exchange”) with SEBI Registration number INB011309037 in the Capital Markets segment.

The Client is desirous of investing/trading in those securities/contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, By–laws and Regulations of the Exchange and circulars issued there under from time to time.

The Client has satisfied 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.

The Stock Broker has satisfied and shall continuously satisfy him/herself about the genuineness and financial soundness of the Client and investment objectives relevant to the services to be provided; and

The Stock Broker has taken steps and 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.

The Stock Broker and the Client agree to be bound by all the Rules, By–laws and Regulations of the Exchange and circulars issued hereunder and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

Now, therefore, in consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms and conditions :

1. The Client agrees to immediately notify the Stock Broker in writing if there is any change in the information in the ‘Client registration form’ provided by the Client to the Stock Broker at the time of opening of the account or at any time thereafter.
2. The Stock Broker declares that it has brought the contents of the risk disclosure document to the notice of Client and made him aware of the significance of the said document. The Client agrees that :
 - a. He has read and understood the risks involved in trading on a stock exchange.
 - b. He shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the Client to understand the risk involved shall not render a contract as void or voidable and the Client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the Client chose to trade.
 - d. He is liable to 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.

- e. 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 closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The Client agrees to 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 agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and By–laws of the relevant stock exchange/SEBI.
4. The Client agrees to abide by the exposure limits, if any, set by Stock Broker or by Exchange or Clearing Corporation or SEBI from time to time.
5. Without prejudice to the Stock Broker’s other rights (including the right to refer a matter to arbitration), 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.
6. The Stock Broker agrees 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 SEBI Rules and Regulations circulars/guidelines/Exchanges Rules/Regulations/By–laws and circulars.
7. The Client agrees to immediately furnish information to the Stock Broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
8. The Stock Broker agrees to inform 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 relevant stock exchange.
9. 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 successors, heirs and assigns shall be entitled to any surplus which may result there from.
10. The Stock Broker agrees that it shall co–operate in redressing grievances of the Client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the Client.
11. The Stock Broker shall continue to be responsible for replacing bad deliveries of the Client in accordance with applicable “Good & bad delivery norms” even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the Client.
12. 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 it may have had transactions in securities.

- 13. The Client and the Stock Broker agree to refer any claims and/or disputes to arbitration as per the Rules, By-laws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.
- 14. The Stock Broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the Client and that he shall be liable to implement the arbitration awards made in such proceedings.
- 15. Information about default in payment/delivery and related aspects by a Client shall be brought to the notice of the relevant stock Exchange(s). 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 to the relevant stock exchange (s).
- 16. The Stock Broker and the Client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
- 17. The Stock Broker and the Client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
- 18. The Stock Broker and the Client declare and agree that the transactions executed on the Exchange are subject to Rules, By-laws and Regulations and circulars issued there under of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the By-laws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, By-laws and Regulations of the Exchange and the circulars issued there under.
- 19. The instructions issued by an authorised representative, if any, of the Client shall be binding on the Client in accordance with the letter authorising the said representative to deal on behalf of the said Client.
- 20. Where Exchange cancels trade (s) suo moto all such trades including the trade/s done on behalf of the Client shall ipso facto stand cancelled.
- 21. This agreement shall forthwith terminate; 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 issued by the Board is cancelled.
- 22. The Stock Broker and the Client shall be entitled to terminate this agreement 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 agreement 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.
- 23. In addition to the specific rights set out in this Agreement, the Stock Broker and the Client shall be entitled to exercise any other rights which the Stock Broker or the Client may have under the Rules, By-laws and Regulations of the Exchange and circulars issued there under or Rules and Regulations of SEBI.
- 24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, By-laws and Regulations of the Exchange and circulars issued there under.
- 25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and By-laws of the relevant stock exchange that may be in force from time to time.
- 26. The Stock Broker hereby undertakes to maintain the details of the Client as mentioned in the client registration form or any other information pertaining to the Client in confidence and that it 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 it his Client to any person or authority with the express permission of the Client.

This agreement can be altered, amended and/or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, 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 Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

IN WITNESS THEREOF the parties to the Agreement have caused these presents to be executed as of the day and year first above written.

The Schedule above referred to :
(Description of the Client)

Name : _____
 Constitution : Individual/HUF _____
 Address : _____



(Signature of the Client)

Client Name : _____

Please go through the Risk Disclosure Document carefully before signing.

For and on behalf of Fullerton Securities & Wealth Advisors Ltd.

Authorised Signatory
 Name of the Signatory
 Designation of the Signatory

In the presence of (Witness) :

1. Signature _____
 Name _____
 Address _____

2. Signature _____
 Name _____
 Address _____

Note : All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time, as so agreed to in writing between the parties.

COMBINED RISK DISCLOSURE DOCUMENT

(To be given by the Broker to the Client)



(Mandatory)

This document is issued by the member of the National Stock Exchange of India (hereinafter referred to as "NSE")/Bombay Stock Exchange Limited (hereinafter referred to as "BSE") which has been formulated by the Exchanges in coordination with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") and contains important information on trading in Equities and F&O Segments of NSE/BSE. All prospective constituents should read this document before trading on Capital Market/Cash Segment or F&O segment of the Exchanges. NSE/BSE/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 has NSE/BSE/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 contractual relationship into which you are entering and the extent of your exposure to risk.

You must know and appreciate that investment in Equity shares, derivative or other instruments traded on the Stock Exchange (s), 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 NSE/BSE and suffer adverse consequences or loss, you shall be solely responsible for the same and NSE/BSE, its Clearing Corporation/Clearing House 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 member. 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 security or derivative being traded on NSE/BSE.

It must be clearly understood by you that your dealings on NSE/BSE through a member shall be subject to your fulfilling certain formalities set out by the member, which may inter alia include your filling the know your client form, client registration form, execution of an agreement, etc., and are subject to the Rules, By-laws and Regulations of NSE/BSE and its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by NSE/BSE or its Clearing Corporation/Clearing House and in force from time to time. NSE/BSE 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 trading member and/or sub-broker of NSE/BSE 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/investment advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same. In considering whether to trade or authorise someone to trade for you, you should be aware of or must get acquainted with the following :

1. BASIC RISKS INVOLVED IN TRADING ON THE STOCK EXCHANGE (EQUITY AND OTHER INSTRUMENTS)

1.1 Risk of Higher Volatility :

Volatility refers to the dynamic changes in price that securities undergo when trading activity continues on the Stock Exchange. Generally, higher the volatility of a security/contract, greater is its price swings. There may be normally greater volatility in thinly traded securities/contracts than in active securities/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 gets 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 ability of market participants to buy and/or sell securities/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/contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities/contracts purchased or sold. There may be a risk of lower liquidity in some securities/contracts as compared to active securities/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/selling without intention of giving and/or taking delivery of a security, as part of a day trading strategy, may also result into losses, because in such a situation, stocks may have to be sold/purchased at a low/high prices, compared to the expected price levels, so as not to have any obligation to deliver/receive a security.

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 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/contracts. This in turn will hamper better price formation.

1.4 Risk-reducing orders :

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

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.

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/contract, and such order gets activated if and when the stock/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 stock 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 stock/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 :

Issuers make news announcements that may impact the price of the securities/contracts. These announcements may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security/contract.

1.6 Risk of Rumours :

Rumours about companies 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 rumours.

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 due to any action on account of unusual trading activity or stock hitting circuit filters or for any other reason.

1.8 System/Network Congestion :

Trading on NSE/BSE 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 the control of and may result in delay in processing or

not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

2. As far as Futures & Options segment /F&O is concerned, please note and get yourself acquainted with the following additional features :

2.1 Effect of "Leverage" or "Gearing" :

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 principal investment amount. But transactions in derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in derivatives trading 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 equivalent to the principal investment amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

- A. Futures trading involves daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index. If the index has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading next day.
- B. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the broker/member 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 the derivatives contracts you plan to trade i. e. the contract specifications and the associated obligations.

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

2.3 Risks of Option Writers :

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.
3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

3. GENERAL

3.1 Commission and other charges :

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

3.2 Deposited cash and property

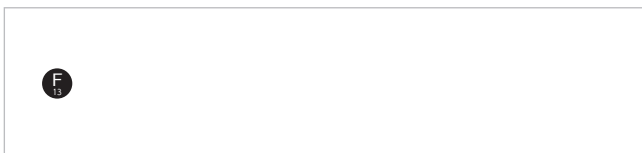
You should familiarise yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which has been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of

distribution in the event of a shortfall. In case of any dispute with the member, the same shall be subject to arbitration as per the By-laws/regulations of the Exchange.

- 3.3 For rights and obligations of the clients, please refer to Annexure-1 enclosed with this document.
- 3.4 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a member for the purpose of acquiring and/or selling of securities through the mechanism provided by NSE/BSE.
- 3.5 The term 'member' shall mean and include a trading member, a broker or a stock broker, who has been admitted as such by NSE/BSE and who holds a registration certificate as a stock broker from SEBI.

4. All disputes are subject to Gurgaon jurisdiction only.

I hereby acknowledge that I have received and understood this risk disclosure statement and Annexure-1 containing my rights and obligations.



Customer's Signature

Name : _____

* Please retain a copy of the Agreement, Risk disclosure document and Investor Rights and Obligations for your reference.

INVESTOR'S RIGHTS AND OBLIGATIONS -- ANNEXURE-1

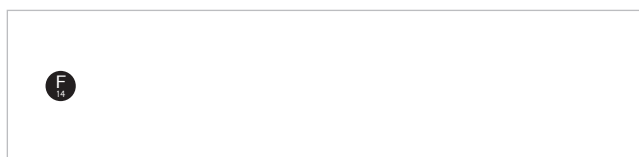
- 1.1 You should familiarise yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the stock market or the broking firm's insolvency or bankruptcy.
- 1.1.1 Please ensure that you have a documentary proof of your having made deposit of such money or property with the member, stating towards which account such money or property deposited.
- 1.1.2 Further, it may be noted that the extent to which you may recover such money or property may be governed by the By-laws and Regulations of NSE/BSE and the scheme of the Investors' Protection Fund in force from time to time.
- 1.1.3 Any dispute with the member with respect to deposits, margin money, etc., and producing an appropriate proof thereof, shall be subject to arbitration as per the Rules, By-laws/Regulations of NSE/BSE or its Clearing Corporation/ Clearing House.
- 1.2 Before you begin to trade, you should obtain a clear idea from your member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.
- 1.3 You should exercise due diligence and comply with the following requirements of the NSE/BSE and/or SEBI :
- 1.3.1 Please deal only with and through SEBI registered members of the Stock Exchange and are enabled to trade on the Exchange. All SEBI registered members are given a registration no., which may be verified from SEBI. The details of all members of NSE/BSE and whether they are enabled to trade may be verified from NSE/BSE website (www.nseindia.com/www.bseindia.com).
- 1.3.2 Demand any such information, details and documents from the member, for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials.
- 1.3.3 Furnish all such details in full as are required by the member as required in "Know Your Client" form, which may also include details of PAN or Passport or Driving licence or Voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by SEBI/NSE at any time, as is available with the investor.
- 1.3.4 Execute a broker-client agreement in the form prescribed by SEBI and/or the Relevant Authority of NSE or its Clearing Corporation/ Clearing House from time to time, because this may be useful as a proof of your dealing arrangements with the member.
- 1.3.5 Give any order for buy or sell of a security in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the member.
- 1.3.6 Ensure that a contract note is issued to you by the member which contains minute records of every transaction. Verify that the contract note contains details of order no., trade number, trade time, trade price, trade quantity, name of security, client code allotted to you and showing the brokerage separately. Contract notes are required to be given/sent by the member to the investors latest on the next working day of the trade. Contract note can be issued by the member either in electronic form using digital signature as required, or in hard copy. in case you do not receive a contract note on the next working day or at a mutually agreed time, please get in touch with the Investors Grievance Cell of NSE/BSE, without delaying.
- 1.3.7 Facility of Trade Verification is available on NSE/BSE website (www.nseindia.com/www.bseindia.com). Where details of trade as mentioned in the contract note may be verified from the trade date upto five trading days. 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 NSE/BSE.
- 1.3.8 Ensure that payment/delivery of securities against settlement is given to the concerned member within one working day prior to the date of pay-in announced by NSE/BSE or its Clearing Corporation/Clearing House. Payments should be made only by

account payee cheque in favour of the firm/company of the trading member and a receipt or acknowledgement towards what such payment is made be obtained from the member. Delivery of securities is made to the pool account of the member rather than to the beneficiary account of the member.

- 1.3.9 In case pay-out of money and/or securities is not received on the next working day after date of pay-out announced by NSE/BSE or its Clearing Corporation/Clearing House, please follow-up with the concerned member for its release. In case payout is not released as above from the member within five working days, ensure that you lodge a complaint immediately with the Investors' Grievance Cell of NSE/BSE.
- 1.3.10 Every member is required to send a complete 'Statement of Accounts', for both funds and securities settlement to each of its constituents, at such periodicity as may be prescribed by time to time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt thereof, to the member.
- In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investors Grievance Cell of NSE/BSE, without delaying.
- 1.3.11 In case of a complaint against a member/registered sub-broker, you should address the complaint to the Office as may be specified by NSE/BSE from time to time.
- 1.4 In case where a member surrenders his membership, NSE/BSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE, ensure that you lodge a claim with NSE/BSE/NSCCL/Clearing House within the stipulated period and with the supporting documents.
- 1.5 in case where a member is expelled from trading membership or declared a defaulter, NSE/BSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE, ensure that you lodge a claim with NSE/BSE within the stipulated period and with the supporting documents.
- 1.6 Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules/By-laws and the scheme under the Investors' Protection Fund (IPF) may be payable first out of the amount vested in the Committee for Settlement of Claims against Defaulters, on pro-rata basis if the amount is inadequate. The balance amount of claims, if any, to a maximum amount of Rs. 10 lakhs per investor claim, per defaulter/expelled member may be payable subject to such claims being found payable under the scheme of the IPF.

Notes :

- The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a trading member of NSE/BSE for the purpose of acquiring and/or selling of securities through the mechanism provided by NSE/BSE.
- The term 'member' shall mean and include a member or a broker or a stock broker, who has been admitted as such by NSE/BSE and who holds a registration certificate as a stock broker from SEBI.
- NSE/BSE may be substituted with names of the relevant exchanges, wherever applicable.
- For any complaints at any time please email us at helpdesk@fullertonsecurities.co.in.



(Client's Signature)

Name _____

Policies and Procedures – Dealing with Clients Trading

A. Refusal of orders for penny stocks and illiquid stocks

Penny stocks are the stocks which are trading below Rs.10 and the market capitalization is less than Rs. 100 crores.

Illiquid stocks are those which don't trade in high volumes, thus creating an issue while selling if the positions are open in the client account/portfolio.

1. Illiquid stocks/securities as referred by the Stock Exchanges/SEBI may not be made available for trading by FSWA for its clients.
2. Also, Z category scrips specified by BSE may not be allowed for trading.
3. FSWA may restrict buying through in certain stocks/contracts or may allow only selling in certain stocks/contracts or may allow only square off of existing positions in certain stocks/contracts. The above shall apply to penny stocks also. A penny stock usually trades below its par value.
4. FSWA may not permit through it, transactions in far month Futures & Options (F&O) contracts including long term expiry contracts.

B. Setting up client's exposure limits

1. The Trading Limit at the beginning of the trading day in case of
 - a) a client who is permitted only Cash and Carry by FSWA is the sum total of the client's available clear Ledger Balance, additional Cash Margin deposited, value of Securities Collateral deposited (net of hair cut), less pending fund & collateral withdrawal requests and pending debit for shortages (with a mark up of Var +ELM).
 - b) a client who is permitted to carry open positions to the next trading day, is the sum total of the client's available Ledger Balance after considering the margin on open positions, additional Cash Margin deposited, value of Securities Collateral deposited (net of hair cut), Buy Open Position (Only out of the list of Collateral stocks allowed), less pending fund & collateral withdrawal requests and pending debit for shortages (with a mark up of Var +ELM).
2. The upfront scripwise margin collected from the clients under the margin products in the Equity segment is primarily based on the applicable VaR + ELM of that particular scrip under the margin products scrip. In case the client is buying the securities under the Delivery Product, the entire obligation amount is required to be paid.
3. Upfront Margin collected from the client in F&O segment is primarily based on the applicable SPAN + Exposure margin of that particular contract.
4. The Margin Multiplier applied to a particular client account is based on the applicable Client Risk Category as decided by FSWA from time to time.
5. As part of its internal risk containment measure and risk profiling, FSWA may restrict some of the clients from trading in F&O and/or in leveraged products. It may collect more margin than as specified/collected by the Exchange(s)
6. No limits are provided on Uncleared Funds transfers/cheques.

C. In the following circumstances FSWA shall have the right to sell client's securities or close client's positions, either in full or partly, without giving notice to the client, on account of non-payment of client's dues, to the extent of settlement/margin obligation:

1. The client account is in debit
2. The clients margin utilization is more than the threshold as decided by FSWA from time to time
3. The client has not fulfilled his settlement obligation (Security / Funds) on time
4. The clients MTM / Booked Losses exceeds the threshold decided by FSWA from time to time

Also in case the client account is getting closed which requires that all the open positions be squared off before the closure of the account

Also, pursuant to any legal, regulatory, statutory or government order/ instruction, the above sale or close out can be done by FSWA

D. Deregistering a client

Both FSWA and the client shall have the right to terminate the relationship by giving a 30 days notice in writing to the other party

The account will be deregistered with effect from the date specified in such termination notice.

E. Applicability of penalty/delayed payment charges by FSWA

Delayed payment charges (DPC) applicable on	Outstanding ledger balance greater than Rs.501/-.
Rate of DPC	0.10% per day (36% p/a) on the outstanding amount subject to a minimum of Rs.10/- per day
Charges applicable from	DPC are charged to client from T+3 onwards for settlement debits and any other debit, if any, from same day basis.

No interest or penalty or delayed payment charges will be payable by FSWA for the credit amount lying in the ledger/margin account of the client with FSWA. The client shall have the right to ask for withdrawal of the credit amount by making a formal request

F. Shortages in obligations arising out of internal netting of trades

When a client purchases shares on the Stock Exchange through a stock broker at times the client may not receive the shares.

This could happen due to 1) Exchange shortage or 2) Internal shortage:

Internal shortage- If for a particular settlement there are buyers as well as sellers in the same stock through the same stock broker then the quantity that is required to be delivered by the stock broker to the Exchange is on net basis and not on gross basis. If the selling internal client fails to deliver the shares, for any reason, then the internal buying client will not receive the shares.

For FSWA clients, in case of Exchange shortages the shares/credit given by the Exchange is passed on to the buying client. And in case of Internal shortages, the selling client is debited with a closeout amount and the same amount will be credited to the buying client

The closeout rate will be calculated as follows: Highest of (T Day high, T+1 day high, T+2 day high, T+3 high price) + 5% Mark up.

G. Conditions under which a client may not be allowed to take further position or FSWA may close the existing position of the client

1. The clients margin utilization is more than the threshold as decided by FSWA from time to time
2. The client has not fulfilled his settlement / margin / charges / levies obligation (Security / Funds) on time
3. The clients Mark to Market losses (MTM) / Booked Losses exceeds the threshold decided by FSWA from time to time
4. Unusual trading pattern is noticed by FSWA in the client account
5. The cheques issued by the client have returned unpaid (bounced)
6. Any complaint or adverse information is received by FSWA concerning the client account
7. To comply with any legal, regulatory, statutory or government order/instruction

H. Temporarily suspending or closing a client's account at the client's request

The client shall have the right to ask FSWA either temporarily suspend his account with FSWA or close the account permanently.

For this suspension, the client will need to send a letter/request form to FSWA duly signed alongwith a copy of proof of identity/PAN card


The request so received will be acted upon by FSWA after due verification within 7 working days

I. Dormant Account is the client account where there is no transaction in the said account from last one year.

J. Applicable Brokerage

The schedule of charges is enclosed as Annexure-A

I have read and understood the policies and procedures of Fullerton Securities & Wealth Advisors Ltd.



(Signature of the Client)

(Voluntary)

THE SECURITIES AND EXCHANGE BOARD OF INDIA (“SEBI”), IN ITS CIRCULAR SEBI/MIRSD/DPS-1/CIR-31/2004 DATED AUGUST 26, 2004, HAD SET OUT UNIFORM REQUIREMENTS AND MODEL PROVISIONS FOR AGREEMENTS BETWEEN STOCK BROKERS AND THEIR CLIENTS PERMITTING STOCK BROKERS TO INCLUDE ADDITIONAL PROVISIONS NOT IN CONFLICT WITH MODEL PROVISIONS. THE NATIONAL STOCK EXCHANGE OF INDIA LIMITED (“NSE”), IN ITS CIRCULAR NSE/INSP/2006/52 DATED JULY 5, 2006, PROVIDES THAT, WHEN DOING SO, CERTAIN DISCLOSURES SHOULD BE MADE TO CLIENTS. FURTHER THE NSE, VIDE CIRCULAR NSE/INSP/11532 DATED OCTOBER 23, 2008 STATES THAT CLIENT REGISTRATION DOCUMENTS ARE TO BE SEGREGATED INTO MANDATORY AND NON MANDATORY PARTS. MANDATORY DOCUMENTS BEING THE KNOW YOUR CLIENT FORM, MEMBER CONSTITUTENT AGREEMENT AND THE RISK DISCLOSURE DOCUMENT AS PER THE SEBI PRESCRIBED FORMATS. ALL ADDITIONAL AND VOLUNTARY CLAUSES SHOULD BE TAKEN IN VOLUNTARY DOCUMENTS SEPARATED FROM THE MANDATORY PART.

BEFORE EXECUTING THIS MEMBER CLIENT AGREEMENT (VOLUNTARY CLAUSES) (THE “AGREEMENT”), FULLERTON SECURITIES & WEALTH ADVISORS LIMITED, WOULD LIKE YOU TO BE AWARE THAT THIS AGREEMENT CONTAINS THE VOLUNTARY PROVISIONS PERTAINING TO BROKING SERVICES, WHICH ARE AT YOUR AND OUR DISCRETION TO AGREE UPON. THE SAID VOLUNTARY PROVISIONS SHALL BE READ IN CONJUNCTION WITH THE MEMBER CLIENT AGREEMENT(S) FOR NSE AND BSE EXECUTED BETWEEN YOU AND FULLERTON SECURITIES & WEALTH ADVISORS LIMITED. YOU ARE UNDER NO OBLIGATION TO EXECUTE THIS AGREEMENT WITH US. EVEN IF YOU DO EXECUTE THIS AGREEMENT, YOU ARE PERMITTED TO TERMINATE IT AT ANY TIME IN ACCORDANCE WITH THE TERMS BELOW.

MANDATORY CLAUSES SUPERSEDES THE VOLUNTARY CLAUSES.

This Agreement made and executed at Gurgaon as on ____ / ____ / 20 ____ WHEREAS :
BETWEEN :

Fullerton Securities & Wealth Advisors Limited, a body corporate, incorporated under the provisions of the Companies Act, 1956, and registered as a stock broker with the Securities and Exchange Board of India, the National Stock Exchange of India Limited and Bombay Stock Exchange Limited having its registered office at Second Floor, Orchid Centre, Sector-54, Gurgaon-122 002, Haryana, India hereinafter called “the Trading Member” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART.

AND

The person/s specified in the Schedule as “the Client”, [hereinafter called “the Client”] which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include (if the Client is an individual) his/her heirs, executors, administrators and legal representatives and permitted assigns; (where the Client is the Karta of a Hindu Undivided Family), the members for the time being of the said Hindu Undivided Family and their respective heirs, executors, administrators and assigns] of the OTHER PART.

The Trading Member is registered as the stock broker of the National Stock Exchange of India Limited with SEBI Registration number INB 231309031 in the Capital Markets segment and with SEBI Registration number INF 231309031 in the Futures and Options Segment and is registered as a Trading Member of the Bombay Stock Exchange Limited with SEBI Registration number INB 011309037 in the Capital Markets segment.

The Trading Member has satisfied him/herself as aforesaid on the basis of information furnished by the Client including without limitation the client registration form and other such information (if any), provided by the Client to the Stock Broker.

The Trading Member has obtained all consent as may required by the Client to enter into this Agreement.

Now, therefore, in consideration of the mutual understanding as set forth in this Agreement, the parties thereto have agreed to the following terms and conditions :

1. GENERAL TERMS AND CONDITIONS

A. DEFINITIONS :

Unless the context or meaning thereof otherwise requires, the following expressions shall have the meaning assigned to them hereunder respectively :

- a. “Affiliate” in relation to the Stock Broker, shall include any company, body corporate, firm, individual or other person who or which is an affiliate of or who or which is in any manner associated with or related to the Stock Broker or any director, shareholder or employee of the Stock Broker or any holding company or subsidiary of the Stock Broker or any company under common control of the Stock Broker.
- b. “Applicable Laws” means any statute, regulation, notification, circular, ordinance, requirement, direction, guideline, announcement or other action or requirement of an Authority.
- c. “Authority” means any government trade agency, department, agency or instrumentality of any government, bodies, regulatory authorities, government authorities, any court or arbitral tribunal and the governing body of any securities exchange or other securities self-regulatory body.
- d. “Bank” means bank or a financial institution with which the Client has opened or may from time to time open Bank Accounts for the purposes of or relating to the Services to be provided pursuant to this Agreement.
- e. “Bank Account” means one or more savings and/or current accounts opened or assigned for the purpose of availing Services by the Client pursuant to this Agreement.
- f. “By-laws” unless the context indicates otherwise, means all By-laws prescribed by SEBI/NSE/BSE/CDSL/RBI and other relevant authorities, regulating trading operations on the Exchange or otherwise, and all other By-laws made under the relevant laws governing the same.
- g. “Celebrity” shall mean and include persons from the film, television, theater and entertainment industry, fashion industry, sportsman and artists.
- h. “Circulars” includes all circulars, directives, communiqués etc. issued by SEBI/NSE/BSE/CDSL/RBI and other relevant authorities, regulating any of the services proposed to be provided from time to time.
- i. “Client Account” means the account belonging to the Client opened with the Stock Broker pursuant to this Agreement.
- j. “Client-ID” means any identity used by the Client for the purpose of Client identification and authentication and to access Stock Broker’s Services. Such Client-ID would need to meet such requirement as may be stipulated from time to time, for instance, it could be required that the same compulsorily be alpha-numerical or contain such minimum characters as may be stipulated.
- k. “Customer User Identification Number” means any numerical combinations for the purpose of Client identification and authentication and to access the Stock Broker’s Services.
- l. “CDSL” means the Central Depository Services Limited.
- m. “Depository Participant” means the depository participant with whom the Client has opened or may from time to time open the Security Account for the purposes of or relating to the services to be provided pursuant to this Agreement.
- n. “Exchange” means the Bombay Stock Exchange Limited and/or the National Stock Exchange of India Limited, as the case maybe and includes a segment of the Exchange(s).
- o. “Family” in relation to a person includes the spouse and the lineal ascendants or descendants and adopted children.
- p. “Government notifications” includes all notifications, circulars, directives, communiqués issued by government authorities relating to any of the services proposed to be provided from time to time.
- q. “Stock Broker’s Interactive Voice Response” means an automated system whereby the caller would be directed to the concerned department/concerned personnel by following and responding to the pre-recorded instructions by dialing the requested numbers or by voice interaction or otherwise.

- r. "Stock Broker's System" means the Order Routing System which the Stock Broker offers to the Clients for routing their orders on the Exchanges.
- s. "Stock Broker's Website" means such website as may be hosted by the Stock Broker for access through the internet, through which the Stock Broker offers Services or wishes to offer in future.
- t. "NSE" means the National Stock Exchange of India Limited.
- u. "Online-Trading Facility" means a facility provided whereby transaction request(s)/order(s) can be made on or through the Stock Broker's Website subject to terms and conditions as set out in this Agreement and the annexure attached hereto for this purpose.
- v. "Order Routing System" means and includes inter alia all activities pertaining to order management like, capturing of an order, validation, routing of the order to the Exchange, order cancellation, order confirmation and other related activities.
- w. "Password" (a) for the purposes of Online-Trading Facility shall mean any password used by the Client for the purpose of Client identification and authentication and to access the Stock Broker's Website/System and/or Services as the case may be. Password shall include second level and/or transaction level passwords as well. Such Password would be required to meet such requirement as may be stipulated by the Exchange and/or SEBI and/or the Stock Broker from time to time. For instance, such Password may require to be compulsorily alphanumeric or be such minimum characters as may be stipulated, and (b) for the purposes of Tele-Trading Facility shall mean any password used by the client for the purpose of Client identification and authentication. Such Password would be required to meet such requirements as may be stipulated by the Exchange and/or SEBI and/or the Stock Broker from time to time. For instance, such Password may require to be compulsorily alpha-numerical or be of such minimum characters as may be stipulated.
- x. "Politically Exposed Person" means and includes current and former members of Parliament and State Legislatures, high profile politicians, members of political parties, persons connected to them including Family, close advisors and/or companies in which such individuals have interest to be in a position to significantly influence the decision of such company.
- y. "RBI" means the Reserve Bank of India.
- z. "Regulations" means all regulations prescribed by SEBI/NSE/ CDSL/RBI/BSE and other relevant authorities, regulating any of the services proposed to be provided from time to time.
- aa. "Rules" unless the context indicates otherwise, means all rules prescribed by SEBI/NSE/CDSL/RBI/BSE and other relevant authorities, regulating any of the services proposed to be provided from time to time, trading operations on the Exchange or otherwise, and all other rules made under the relevant laws governing the same.
- bb. "SEBI" means Securities and Exchange Board of India.
- cc. "Securities" shall mean Securities as defined in Securities Contracts (Regulation) Act, 1956.
- dd. "Security Account" means one or more depository account(s) opened or assigned for the purpose of availing Services pursuant to this Agreement.
- ee. "Senior Public Figure" means and includes current or former senior official in the executive, legislative, administrative, military or judicial branches of the government, whether or not elected; a senior executive of a government-owned or government-funded corporation, institution, or charity; or any entity that has been formed by or on behalf of such person, is controlled by, or is for the benefit of such persons, including passive investments; relatives of such senior public figures including spouse, lineal antecedent and descendant.
- ff. "Services" means broking and other services offered by the Stock Broker pursuant to this Agreement, or any other agreements or supplemental agreements entered into by the Parties from time to time or such other services which the Stock Broker offers or intends to offer in the future.
- gg. "Tele-Trading Facility" means a facility provided whereby transaction request(s) / order(s) can be made through Stock Broker's call centre subject to terms and conditions as set out in this Agreement and the annexure attached hereto for this purpose.
- hh. "User Identification" means any alphabetical combinations used by the Client to the access Stock Broker's System and Services.
- ii. "Username" means any username used by the Client to access the Stock Broker Services. Such username would be required to meet such requirement as may be stipulated by the Exchange and/or SEBI and/or the Stock Broker from time to time. For instance, such Username may require to be compulsorily alpha-numerical or be of such minimum characters as may be stipulated.

B. SCOPE OF THIS AGREEMENT

- (a) This Agreement is in the nature of a voluntary Stock Broker Client Agreement that governs the relationship between the Client and the Stock Broker in respect to the Service (s) to be offered to and availed of by the Client pursuant to this Agreement. The terms and conditions contained in this Agreement shall be read in conjunction with and as a part and parcel of the Member Client Agreement (s), as the context may require. As and when the Client proposes to avail of any other service from the Stock Broker, this Agreement may be further supplemented, modified and/or enhanced by additional agreements and/or annexures, which shall be read in conjunction with this Agreement (s).
- (b) In respect of various Services, in addition to the terms and conditions provided herein the Stock Broker may from time to time stipulate such additional terms and conditions which may be contained as part of the applicable product brochures and/or on the Stock Broker's Website. In the event the Client desires to avail of any such specific products offered by the Stock Broker, the Client shall be bound by the additional terms and conditions applicable to such products and services and should examine the same in detail prior to availing such products or services. The availing of any such products or services shall imply that the Client has accepted to abide by the terms and conditions applicable to such services.

C. ANNEXURES

This Agreement may be supplemented by additional agreements and annexures. In that case this Agreement is to be read with such annexures and additional agreements as may be entered into between the Client and the Stock Broker from time to time.

D. APPLICABLE LAWS

- a. This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of India.
- b. Further the provisions of this Agreement and all transactions that are carried out by and on behalf of the Client shall always be subject to the Reserve Bank of India; the Securities Contracts Regulation Act and Rules or Regulations made thereunder; CDSL Rules, Regulations and By-laws, and any other applicable statutory provisions and/or Rules or Regulations prescribed by SEBI/Stock Exchanges. The Stock Broker is under no obligation to inform the Client of changes in these Rules, Regulations, Bye-Laws or guidelines.
- c. The Client hereby authorises the Stock Broker to take all such steps on the Client's behalf as may be required or advisable in the Stock Broker's opinion for compliance with the Exchange provisions or any other law or provisions or to complete or settle any transactions entered into through or with the Stock Broker or executed by the Stock Broker on behalf of the Client. However, nothing contained herein shall oblige the Stock Broker to take such steps and the Stock Broker shall not be liable as a result of taking or refraining from taking any action in good faith in the circumstances contemplated by this clause.
- d. It is the sole responsibility of the Client to keep itself/themselves informed of any changes, updates or additions to the Applicable Laws and the Stock Broker will not be liable for any loss suffered or otherwise incurred by the Client as a consequence of its failure to do so.
- e. In case where the Client is a Non Resident Indian, the Client additionally agrees to abide by the Foreign Exchange Management Act and rules and regulations issued there under from time to time and other applicable laws and any law, regulation or rule in the Client's jurisdiction, relating to tax, foreign exchange and capital control and for reporting or filing requirements that may apply as a result of the Client's country of citizenship, domicile, residence or tax-paying status.
- f. Unless otherwise agreed in writing by the Stock Broker, the Stock Broker and the Client shall in no circumstances be considered as persons acting in concert or as persons co-operating with each other directly or indirectly or as persons having a common objective or purpose of substantial acquisition of shares or voting rights or gaining control over any company, whose shares are purchased by the Stock Broker for and on behalf of and on account of the Client pursuant to this Agreement.

E. DISCLAIMERS

The Client :

- a. confirms and agrees that the Client shall not rely upon or make any investment decision based solely on research reports or investments made available to the Client by any means. The Client confirms and agrees that research reports are generic and are not designed for meeting specific Client objectives. Accordingly, if the Client desires to make an investment on the basis of any research report, howsoever available to him, the Client shall be bound to make appropriate inquiries with the Stock Broker as to whether the investment suits his investment objectives. If the Client chooses to invest on the basis of a research report without seeking specific clarifications from the Stock Broker whether the report would meet with the Client's investment objectives, the trade shall be deemed to be unsolicited. For the purpose of this clause and the following clauses, a research report shall be deemed to include any information that may be made available by the Stock Broker, its affiliates or any of their officers, employees or agents through any medium, including without limitation the Stock Broker's Website, Tele-Trading Facility, SMS alerts, e-mails, printed document or any other website, as may be notified by the Stock Broker from time to time. All decisions taken by the Client to invest or disinvest are independent of any advice, solicitation or information received by the Client from the Stock Broker.
- b. acknowledges and confirms that the Tele-Trading Facility is merely a facility for enabling the Client to trade. The Client shall neither seek nor rely upon any trade advised through the Tele Trading Facility. The Client acknowledges that all trades executed through the Tele Trading Facility are deemed to be unsolicited.
- c. that the Client shall neither hold nor seek to hold the Stock Broker or any of its officers, directors, employees, agents, subsidiaries, affiliates or business associates liable for any trading costs, losses or damage incurred by the Client consequent upon relying on any research report, investment information, research opinion or advice or any other material/information provided by the Stock Broker.
- d. is aware that any information provided by the Stock Broker through any medium based on the research of the Stock Broker or affiliates or other external sources is subject to domestic and international market conditions and the Stock Broker does not guarantee the availability or otherwise of any Securities and such research reports are merely an estimation of certain investments, and the Stock Broker has not and shall not be deemed to have assumed any responsibility for any such information.
- e. should seek independent professional advice and/or tax advice regarding the suitability of any investment decision whether based on any research reports/advice or information provided by the Stock Broker through Stock Broker's website, Tele-Trading Facility, SMS alerts, e-mails, printed document or any other website or otherwise.
- f. confirms that in the event the Client receives or accesses any investment research reports, computerised on-line services or any investment or other recommendations or advice from the Stock Broker or any employee or any official of the Stock Broker or affiliates, the same is on a no-liability, no-guarantee and no-obligation basis.
- g. confirms that any research material or report received, accessed or made available to the Client is for information purposes only and does not and shall not in any manner constitute a recommendation/solicitation/advice to buy or sell any of the Securities or as investment advice. All such information is provided to the Client to enable the Client to make an informed investment decision.
- h. confirms that any decision, action or omission to buy, sell or hold Securities shall be entirely at the Client's risk and should be based solely on the Client's own verification of all the relevant facts, financials and other circumstances, a proper evaluation thereof and the Client's own investment objectives and neither the Stock Broker nor any of its employees, officers, directors, personnel, agents or representatives or affiliates shall be responsible or held liable for the same for any reason whatsoever.
- i. may not receive any research reports or information at the same time as other clients of the Stock Broker or may not at all receive or be given access to any such research reports or information. The availability of any research reports or information available to the Client is entirely at the discretion of the Stock Broker. The Stock Broker is under no obligation to take account of any such reports or information when it deals with or for the Client and/or executes or acts upon any request or order of the Client.
- j. is aware that any and/or all research reports, views, charts, trading calls or investment calls may be prepared/expressed/given by investment experts or analysts or persons claiming to be domain experts on the Service are their own, and not that of the Stock Broker's or its management. The Stock Broker advises the Client to check with certified experts before taking any investment decision. Stock Broker does not guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions or for the results obtained from the use of such information or the Service. The Stock Broker especially states that it has no financial liability whatsoever to the Client on account of the use of information/material provided as part of the Service. The Client shall hence not in any manner deem such reports as emanating directly or indirectly from the Stock Broker, agrees to pay to the Stock Broker, a service fee as may be determined by the Stock Broker from time to time for using the Facility.
- k. is aware that SMS alerts will be sent however the member does not guarantee the timely receipt of such SMSs.
- l. confirms that any recommendations/advice in all such alerts/reports/calls and/or any communication by Stock Broker is only by way of information on a no-liability, no-guarantee and no-obligation basis. Any decision, action or omission thereon shall entirely be at the Client's risk and should be based solely on the Client's own verification of all relevant facts, financial and other circumstances, a proper evaluation thereof and the Client's investment objectives. Information provided is not meant as investment advice nor is it a recommendation to Buy or Sell and securities or financial instrument. The analysis and/or alerts made do not provide, imply, or otherwise constitute a guarantee of performance. All contents and alerts are based on data and sources believed to be reliable, but accuracy and completeness cannot be guaranteed. It should not be assumed that future results will be profitable or will equal past performance, real, indicated or implied.
- m. understand that Stock Broker makes no guarantees and/or representations as to, and shall have no liability for any such contents, recommendations/advice provided through such alerts/communication to the Client.
- n. confirms not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of our services, or access to our services
- o. is aware that Stock Broker has an irrevocable right to withdraw the facility at any time without assigning any reason whatsoever. Any such withdrawal will be without any prior notice to the Client
- p. understand and is aware for delays in processing and transmission of this information, agrees to pay to the Stock Broker, a service fee as may be determined by the Stock Broker from time to time for using the Facility. understands, accepts, and agrees to the following :
 - i. Information can be inaccurate and/or incomplete
 - ii. Information can be mistakenly re-released or be delayed,
 - iii. Information may be incorrect, misread, misinterpreted or misunderstood
 - iv. Human error is a business risk you are willing to assume
 - v. Technology can crash or be interrupted without notice
- q. Client is aware that Trading decisions are the responsibility of the Client only
- r. is aware that any and/or all investment alerts may be prepared/expressed/given by investment experts or analysts or persons claiming to be domain experts on the service are their own, and not that of Stock Broker or its management. Stock Broker advises Users to check with certified experts before taking any investment decision. Stock Broker does not guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions or for the results obtained from the use of such information or the service. FS especially states that it has no financial liability whatsoever to any User on account of the use of information/material provided as part of the service. The Client shall hence not in any manner deem such reports as emanating directly or indirectly from the Stock Broker.

F. CHANGE IN INFORMATION :

- a. The Client agrees to immediately notify the Stock Broker, in writing if there is any change in any other information provided to the Stock Broker whether at the time of account opening or otherwise including without limitation any information provided in relation to the investment objectives of the Client.

G. CLIENT NOT TO ACT AS SUB-BROKER

The Client agrees that he will not act as a sub-broker without prior written permission of the Stock Broker and without obtaining a certificate of registration from SEBI. Accordingly, the Client shall ensure that all trades executed by the Client through the Stock Broker shall relate specifically to the Client only and the Client shall not use the trading facility with the Stock Broker to acquire or dispose of any Securities for and on behalf of any other person.

2. SERVICES TO BE PROVIDED

- a. This Agreement primarily pertains to the services that can or may be provided by the Stock Broker from time to time acting in its capacity as a Stock Broker of the Exchange and registered as a stock-broker with SEBI from time to time.
- b. Pursuant to this Agreement the Stock Broker may from time to time provide various services and products. For each of such product or service the Stock Broker may from time to time provide such additional terms and conditions for availing such products and/or Services. Such additional terms shall be contained as part of the applicable product brochures and/or on the Stock Broker's website. In the event the Client desires to avail of any such specific products offered by the Stock Broker, the Client shall be bound by the additional terms and conditions applicable to such products and services. The Client shall be bound to examine the terms and conditions prior to availing such products or services. The availing of any such products or services shall imply that the Client has accepted to abide by the terms and conditions applicable to such services.

3. DEMATERIALISATION OF SECURITIES

All orders placed by the Client with the Stock Broker to the extent that they relate to securities which are required to be traded compulsorily in the dematerialised form shall relate only to Securities traded in the dematerialised form. The Stock Broker reserves the right to refuse to undertake any dealings in physical shares/securities and the Client confirms that if the Stock Broker so calls upon the Client, the Client shall convert the physical shares/securities into the dematerialized form before undertaking any transaction relating to them through the Stock Broker. The Client is also aware that even if the Client requires any delivery of securities in the physical form, all deliveries of securities made to the Client may only be in the dematerialised form.

4. RISK DISCLOSURE :

The Client declares that it has perused the contents of the risk disclosure document brought to the notice of Client by the Stock Broker and confirms the significance and risks as stated in the said document. The Client agrees that:

- a. all monies, securities or other property which may be required to open and/or to maintain his account shall be held subject to a general lien for the discharge of Client's obligations to the Stock Broker;
- b. the Client shall not, acting alone or in concert with others, directly or indirectly, hold and control (a) more than the number of permitted derivatives contracts as fixed from time to time by the Exchange and/or (b) more than the number of securities as may be permitted under the provisions of SEBI (Acquisition of shares and Takeover Regulations, 1997 on any other applicable Rules, Regulations or By-laws. The Client alone shall be responsible for the compliance of the provisions of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 1997 or any statutory modifications or replacements thereto;
- c. the Client shall not exercise a long or short position where acting alone or in concert with others, directly or indirectly which will result in the Client having exercised in excess of the number of permitted derivatives contracts as may be fixed from time to time by the Exchange; and
- d. the Client authorises the Stock Broker at the sole discretion of the Stock Broker at the costs and expenses of the Client, should the Stock Broker deem it necessary to buy, sell or close out any part or all of the securities/derivative contracts held in the Clients account with the Stock Broker. Any or all such expenses incurred by the Stock Broker shall be reimbursed by the Client to the Stock Broker.

5. EXPOSURE LIMITS

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

MARGIN

- a. The Client shall meet the margin in the form of cash and/or in the form of securities, (the "Margin") as determined and approved by the Stock Broker from time to time, which shall be placed by the Stock Broker in such inter se proportion as may be notified by the Stock Broker prior to commencement of trading.
- b. The Stock Broker may, in its absolute discretion, refuse to accept a particular form of Margin from the Client.
- c. To secure the performance of all its obligations under this Agreement, the Client agrees and undertakes to place such cash, securities or other acceptable security as may be approved, required and notified from time to time by the Stock Broker or the Exchange or as may be directed by SEBI from time to time, by way of Margin, and which in the case of Margin required by Stock Broker may be higher than the Margin, if any, as prescribed by the Exchange. The Stock Broker may impose such Margin requirements on the Client other than those prescribed by the Exchange or SEBI from time to time.
- d. The Client shall maintain such Margin as may be stipulated and notified by the Stock Broker from time to time and the Client shall, upon demand from the Stock Broker, forthwith furnish such replacement or additional Margin in the form and content as may be acceptable by the Stock Broker.
- e. In case the Client does not provide the required Margin/Obligation for Fund or Securities within the time frame specified by the Stock Broker, the Stock Broker shall have the right to :
 - (i) instruct the Bank and/or the Depository Participant to transfer to the Stock Broker all or any funds or securities in the Client's Bank Account and/or security Account or lying to the order of the Client and/or the proceeds thereof as Margin;
 - (ii) prevent any new or outstanding requests/orders from being placed or executed; or
 - (iii) liquidate or close out all or any of the Client's positions at the discretion of the Stock Broker.
 - (iv) take such other action as the Stock Broker may think fit and proper.
- f. The Stock Broker may exercise any or all of the above rights in such manner as it may think appropriate without demand for any additional Margin, security or collateral, or advance notice or advertisement on any Exchange or other market where such business can be transacted, at a public auction or by private sale. The giving of any prior demand, call or notice shall not be considered as a waiver by the Stock Broker of its right to exercise its rights without any such demand, call or notice.
- g. The Stock Broker shall not be obliged to return any Margin to the Client until the Client has satisfactorily discharged all its payment obligations or other obligations under this Agreement unless expressly agreed in writing.
- h. The Stock Broker shall not be liable to pay any amounts to the Client, whether in the form of interest or otherwise in relation to the Margin placed.
- i. The Stock Broker may in his/her sole discretion determine that the Client may be a cash-and-carry Client, in which case the Client shall not be permitted to trade on the basis of the Margin placed and the Client may in such cases be bound to place the applicable securities/cash with the Stock Broker, in such manner as the Stock Broker may determine for enabling the Client to carry out any transaction (s) .
- j. When the Stock Broker permits the Client to conduct trade in the cash segment on the basis of Margin provided by the Client, the Client shall ensure that the requisite Margin is available with the Stock Broker prior to the conducting of any transactions/ trades. The Client shall also ensure the deposit of the balance funds/actual Securities deposited well in advance of the pay-in dates and at or before such time as the Stock Broker may stipulate from time to time.
- k. Margin in derivative contracts : The Client shall be liable to pay an initial Margin upfront on or before creating a position in derivative contracts. Such Margin shall be decided upon by the Stock Broker or the Exchange from time to time. Further, the Client is liable to pay or receive daily Margin depending on whether the price of the derivative contract moves for or against the position undertaken. The Client may also be liable to pay withholding Margin, special Margin or such other Margin as are considered necessary by the Stock Broker or the Exchange from time to time.
- l. In the case where the payment by the Client towards the Margin is made through cheques issued in favour of the Stock Broker, all transactions may be executed by the Stock Broker only upon realization of the funds of the said cheques or at the discretion of the Stock Broker.
- m. In the event that securities have been placed as Margin with the Stock Broker, all corporate benefits accruing to such securities shall be as and form part of the Margin. In the case of discretionary corporate benefits including without limitation, rights shares, convertible shares, the Client shall inform the Stock Broker prior to the record date and replace the said securities with such other securities as may approved and accepted to the Stock Broker at least 10 days prior to the record date or within such other

period as may be acceptable to the Stock Broker. However, in the event that the Client fails to do so, the Stock Broker shall have the discretion either to liquidate such securities and replace the Margin or to not avail such corporate benefits. In the event that the Stock Broker decides not to avail any such corporate benefit accruing on the securities transferred by the Client to the Stock Broker as Margin, the Stock Broker shall not be liable for the same and the Client shall have no recourse against the Stock Broker.

- n. The Client agrees and authorises the Stock Broker to determine the market value of the securities placed as Margin after applying a haircut that the Stock Broker deems appropriate from time to time. The Client undertakes to monitor the adequacy of the collateral and the market value of such Securities on a continuous basis. If due to price fluctuations, there is erosion in the value of the Margin, the Client agrees to replenish any shortfall in the value of the Margin immediately, whether or not the Stock Broker intimates such shortfall.
- o. The Stock Broker may at its sole discretion prescribe the payment of Margin in the form of cash instead of Securities. The Client agrees to comply with Stock Broker's requirement of payment of Margin in the form of cash immediately failing which the Stock Broker may sell, dispose, transfer or deal in any other manner with the Securities already placed with the Stock Broker as Margin or square of all or some of the positions of the Client either entirely or partially as the Stock Broker may deem fit in its discretion without any recourse to the Client and any resultant or associated losses that may occur due to such square off or sale shall be borne by the Client.
- p. Shortfall in Margin :
 - i. If payment/Securities towards the Margin or shortfall in Margin is not received instantaneously to enable restoration of sufficient Margin in the Client's account all or some of the positions of the Client as well as the Securities of the Client placed with the Stock Broker as Margin or other Securities in possession or control of the Stock Broker may be liquidated by the Stock Broker at its sole discretion without any reference to or prior notice to the Client. The resultant or associated losses that may occur due to such squaring off or sale of such Securities shall be borne by the Client. Such liquidation or close out, of positions shall apply to any segment in which the Client does business with the Stock Broker.
 - ii. In case of shortfall in the Margin, any update on the Stock Broker's Website/Internet Based Trading or through electronic delivery to the Client's e-mail address or SMS or through phone call, with respect to top-up of such shortfall in the Margin shall be deemed to be a reasonable notice to the Client.
 - iii. The Client is responsible for all orders, including any orders that may

be executed without the required Margin in the Client's account. If the Client's order is executed despite a shortfall in the available Margin, the Client shall whether or not the Stock Broker intimates such shortfall in Margin to the Client, instantaneously make up the shortfall either through delivery of Securities in the event of a sale, or credit the required funds in the Bank Account via wire transfer or personal cheques/bankers cheque or account transfer or any other mode as may be required by the Stock Broker.

- iv. Any reference in these terms for sale or transfer of Securities by the Stock Broker shall be deemed to include sale of the Securities, which form part of the Margin and/or such Securities of the Client which are in possession or control of the Stock Broker, maintained by the Client with the Stock Broker. In exercise of the Stock Broker's right to sell Securities under the Agreement, the Client agrees that the choice of specific Securities to be sold shall be solely at the Stock Broker's discretion.
- v. Further, the Client agrees to keep itself abreast of the stock market activity and news. The Client agrees that in case of high market volatility, the Stock Broker may require the Client to pay Margin requirements immediately in addition to the Margin that may have already been paid or placed by the Client as per Margin calls. The Client agrees that the Stock Broker in the absence of such payment or top-up, may be compelled to in the circumstances, to square-off all or any open/outstanding positions, prevent any new orders from being placed and/or executed by the Client or take such other action as the Stock Broker may think fit and proper.
- q. Any amendment in the percentage of Margin as required to be maintained under this Agreement shall be intimated by the Stock Broker to the Client over the telephone or through SMS or through Email or in writing or by posting its details on Stock Broker's Website or such other website as may be intimated by the Stock Broker from time to time. The Client is required to replenish the shortfall in such Margin, if any, on demand of the same by the Stock Broker or otherwise, immediately.
- r. The Stock Broker shall be entitled to appropriate and allocate Margin inter se between the various segments of the Exchange as the Stock Broker may deem fit and proper and the Client shall not question such allocation or appropriation.
- s. All Margins placed by the Client may be invoked or utilised by the Stock Broker in such circumstances as may be permitted by the Exchange and/or by Regulations, Rules, By-laws or Circulars. In addition to the above all Margin may be appropriated or utilised in the event of any default by the Client whether pursuant to this Agreement or otherwise and/or to set off against any liability of the Client to the Stock Broker or otherwise.

6. PRICE OF SECURITIES

The Client understands that with respect to any transaction order/request, the price at which the order was actually executed in the market may be different from the price at which the Securities were trading when the Client's order was entered into the Stock Broker's system. The Client is aware that the

Stock Broker may enter the transaction (s) on the Stock Broker's system immediately after the same has been placed with the Stock Broker unless the Client otherwise requests.

7. EXECUTION OF REQUESTS

- a. The Client shall instruct the Stock Broker in relation to placing each order or instructing the Stock Broker in relation to each transaction it wishes to undertake on its behalf through the Stock Broker's employees designated for this purpose, the Tele-Trading Facility, the Online-Trading Facility or through kiosks installed by the Stock Broker or in such other manner as may be acceptable and approved by the Stock Broker from time to time.
- b. In the event of an authorised representative being replaced it shall be the responsibility of the Client to inform the Stock Broker of the change, in writing, failing which the Client shall be responsible for the trade obligations arising out of the actions of both the old representative and the new representative.
- c. If any transaction(s) under this agreement or under any other agreement or otherwise with the stock broker has/have been executed on behalf of the client and the same has/have been reflected from time to time on the basis of the contract notes (defined under head)/bills /any other correspondence dispatched/communicated to the client and the same have not been disputed within 7 days of receipt of some correspondence /bills/contract notes, and/or the client has accepted responsibility for such transactions in part or full settlement of the said transaction(s) by the client, then such transaction(s) shall be deemed to have been properly executed by duly authorized persons and the client hereby ratifies and agrees to ratify and accept all such or other actions of such persons and undertakes to meet all obligations arising from those transaction(s).
- d. Each request or, order shall be authenticated by the Client by such means as the Stock Broker or anybody acting on its behalf may require from time to time in its sole discretion. The Stock Broker shall be at liberty to vary from time to time the authentication procedures for any or

all transaction requests or orders as it may in its sole discretion deem necessary and the Client shall be required to comply with such amended authentication procedure. The Stock Broker will not however be bound to compulsorily ask such questions to ascertain the authentication of the Client at the time of giving instructions or placing order (s) with the Stock Broker depending upon the mode of instructions and accordingly the decision to ascertain the authentication of the Client will be at the discretion of the Stock Broker.

- e. As a precondition for the execution of purchase, subscription, sale, redemption or other orders which involves payment of Client's funds or delivery of Client's Securities, the Stock Broker may in its sole discretion:
 - i. require the Client to maintain, at the time of order placement by the Client, available funds in the Client's Financial/Ledger Account for the full value of the order, plus any brokerage, prescribed Margin, service tax, transaction charges, associated costs and such mark-up as the Stock Broker may determine.
 - ii. require the Client to maintain an available stock balance in the Security Account or place relevant Securities or instruments in the Stock Broker's custody and control in such manner as the Stock Broker may prescribe.
 - iii. require the Client to instruct the Depository Participant to block the whole or portion of the balance in the Security Account, in order to secure the payment of the purchase price of securities purchased or to be purchased by the Client or other amount payable by the Client on the execution of the order; to secure delivery of any securities sold, redeemed or proposed to be sold or redeemed by the Client.

- iv. require the amount of Margin prescribed by the Stock Broker to be available in the Ledger Account.
- v. block, hold, and/or create/mark a lien, charge or hypothecation on the Security Account or one or more of the designated accounts any of the securities therein including in the internal systems of the Depository Participant, as it may deem fit and thereafter without any further instructions to such depository to transfer all the said securities to the Stock Broker as a POA Holder.
- f. The Stock Broker may at his/her discretion, be entitled to offset the purchase value of a purchase transaction against the proceeds of the sale transaction executed by the Client through the Stock Broker and vice versa.
- g. The Client is aware that in respect of transactions undertaken in a trade for trade segment of the Exchange, no netting off may be permitted by the Exchange even if the transactions are undertaken in the same settlement cycle.
- h. The Client shall not be entitled to presume that any order transmitted by the Client has been received by the Stock Broker until the Stock Broker has confirmed receipt of such order. However, due to technical or other factors, a transaction order/request which has been received by the Stock Broker may not be immediately confirmed to the Client. Such delay in confirmation shall not entitle the Client to presume that the order has not been received by the Stock Broker and the principle mentioned in the first sentence of this clause shall apply.
- i. The Client understands and agrees that with respect to a market order or any other order, the Client will receive the price or prices at which the Client's order is actually executed by the Exchange's computer system; and such price or prices may be different from the price at which the Securities were trading when the Client's order was placed with the Stock Broker or entered into the system or received by the Stock Broker.
- j. The Stock Broker shall not be liable for any delay in the execution of any order for any reason whatsoever or for any resultant loss on account of the delay.
- k. Before being given access to the Tele-Trading Facility, the Client, or any authorised person acting on behalf of the Client, may be required to enter T-PIN must provide accurate answers to the questions (if any) asked by the Stock Broker's personnel providing the Tele-Trading Facility, for ascertaining the identity and authentication of the caller as the Client or Client's authorised representative. The Stock Broker shall have the discretion to ask such questions as the Stock Broker may deem fit and proper. The Stock Broker will not however be bound to compulsorily ask such questions and the decision to ask or not ask shall be at the discretion of the Stock Broker. For instance, the Stock Broker may designate certain segments of the Tele-Trading Facility as requiring compulsory identification and verification and may not require certain segments of the Tele-Trading Facility to have such compulsory identification and verification, where the Stock Broker requires such compulsory identification and verification, the Stock Broker shall execute the request/order for the Client only after the Client's identity has been verified to the satisfaction of the Stock Broker. The Client shall ensure that the Client's User Identification, Password, are not misused. The Client agrees to indemnify and hold the Stock Broker harmless and defended for any such unauthorised usage. the Stock Broker shall not be liable for any delay in placing the order due to the aforesaid authentication process.
- l. The Client agrees that the Stock Broker may, at his/her sole discretion, subject any order/ request placed by a Client to manual review and entry, which may cause delays in the processing and/or execution of the Client's order or may result in rejection of such order. The Stock Broker shall not be liable for any consequences thereof.
- m. The Stock Broker shall be entitled to rely upon, and the Client shall be bound by, any instruction, transaction request/order which the Stock Broker and its Affiliates reasonably believe in good faith to be given by and/or on behalf of the Client notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such instruction, request or order. The Stock Broker has no obligation to verify the authenticity of any such request or instruction sent or issued or purported to have been given by or on behalf of the Client other than by means of such authentication procedures set out by the Stock Broker as stated in this Agreement or as the Stock Broker may deem fit. The Client consents to the recording by the Stock Broker of any telephone calls to the Stock Broker in order to provide a record of the instruction, request or order. The Client agrees that the Stock Broker is not liable for any losses which the Client may suffer of whatever nature and howsoever arising out of or in connection with the Stock Broker acting in accordance with the terms of this section.
- n. The Client understands that placing an order with the Stock Broker, including a market order, does not guarantee execution of the order.
- o. The Client shall be allowed to trade only during trading hours of the Exchange. However, the Stock Broker may at its sole discretion agree to receive orders outside trading hours. (After Market Orders) The Stock Broker may accumulate such orders received outside trading hours and execute such orders when the relevant Exchange next opens for trade. The Stock Broker does not guarantee execution of such orders placed outside trading hours. All the terms and conditions in this Agreement shall apply mutatis mutandis to execution of such orders placed outside the trading hours.
- p. The Stock Broker is entitled in its sole discretion to allow or disallow trading on the basis of only on certain products/services (for instance, the Stock Broker may require the Client only to conduct trades on a cash and carry basis) offered by the Stock Broker.
- q. The Client is responsible for knowing the current and correct Security ISIN number and the Stock Broker or its affiliates shall not be responsible for any resultant or associate losses in the event of the Stock Broker or its affiliates being informed by the Client of a wrong Security ISIN number at the time of order placement.
- r. In respect of the derivatives contracts entered into by the Client, the Client may, from time to time, be entitled to receive amounts representing marked to market profits and shall be liable to pay amounts representing marked to market losses. The Client shall forthwith on demand by the Stock Broker pay to the Stock Broker the amounts and securities representing marked to market losses. However, subject to the same being permissible under the Exchange provisions, the client agree that the Stock Broker may, instead of paying to the Client any amounts representing marked to market profits, retain, withhold, set-off and/or appropriate for such purposes and in such manner as the Stock Broker may deem fit.
- s. The Client agrees that orders, instructions and other communications given or made over the telephone may be recorded by the Stock Broker. The Client also agrees that such recording and the Members records of any orders, instructions and communications given or made by the Client or the Member by electronic mail, fax or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same. If the Member so chooses to record the orders, instructions and communications, he shall be free to store the same for such period of time as the Member deems fit and the Member may overwrite, erase or destroy such records at such intervals as it may deem fit.
- t. The Client agrees to ensure that all orders and instructions are absolutely clear and unambiguous irrespective of the mode of instructions; the Client agrees that if any request/order is not absolutely clear or unambiguous, the Stock Broker or its employees or authorised representatives taking such instructions shall be entitled to interpret the same as per their own understanding of such instructions and such understanding and interpretation shall be final and binding on the Client.
- u. Stock Broker is entitled in its sole discretion to :
 - i. execute any order/request only for a portion of the Securities stated therein;
 - ii. refuse to accept or act upon any request/order without obligation to give the Client its reasons for doing so; or
 - iii. close out any transaction which is the subject of a request/order in accordance with the close out provisions in this Agreement
- v. The Client is aware that even after the entry of the order of the Client in the order matching module of the Exchange, it is not guaranteed that the order will be executed. Orders may remain unexecuted for a number of reasons, including without limitation the availability of a counter party willing to match the order. Hence orders may get executed only after substantial delays. The Client is aware that under the present systems of the Exchange an unexecuted order is automatically cancelled at the end of the day and in the event the Client desires to recast the orders on the following day the Client shall be responsible for once again providing such order to the Stock Broker and in the absence of any such following request, the order/request shall be deemed cancelled.

8. SETTLEMENT OF TRADES

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

- b. Settlement of funds/securities shall be in such manner as may be required by the Stock Broker from time to time.
- c. In relation to each order/request, the Stock Broker is hereby expressly authorised by the Client to, and accordingly the Stock Broker may instruct the Depository Participant to, earmark such securities in the Client's Security Account (as relevant) to cover :
 - i. the Client's order/request;
 - ii. any costs, taxes, levies, interest including penal interest or fees required in order to act on such request/order;
 - iii. such amount as the Stock Broker considers necessary in its sole discretion to cover any price fluctuation in the securities that are the subject of the order executed including all types of Margin; and
 - iv. all such other amounts in relation to each order/request executed.
- d. In the case where the Client provides a request/order to the Stock Broker for the purchase of securities, the Client expressly authorises the Stock Broker to issue and act upon such instructions. Any securities purchased pursuant to a request or order shall be credited to the Security Account as soon as possible upon receipt and to the extent received from the Exchange/clearing house.
- e. Any obligation of the Stock Broker to deliver cash or securities to the Client shall be conditional upon receipt by the Stock Broker of the sale proceeds or deliverable securities, as relevant from the Exchange.
- f. In the case where a request/order is for any reason not executed or is partially executed, then the Client authorises the Stock Broker to instruct the Depository Participant to release the earmarking in its favour of that portion of the transaction that relates to the request/order that has not been executed.
- g. The Client authorises the Stock Broker to sign, deliver, and/or acknowledge all instructions, forms, deeds, transfer deeds, depository forms and instruments, receipts and other instruments and writings and do all other acts, deeds and things which are required or advisable for performing any or all of the powers or authorities hereby conferred by the Client. The authorisation as aforesaid by the Client in favour of the Stock Broker constitutes an agency coupled with interest, and accordingly the appointment of the Stock Broker shall be irrevocable until the discharge of all the obligations of the Client under this Agreement.
- h. The Client agrees that the Stock Broker shall not be liable for any claim for loss or profit, or for any consequential, incidental, special or exemplary damages, caused by retention of such securities/funds under this Agreement or otherwise. On written request of the Client, the Stock Broker may release the funds/securities to him, if sufficient Margin in respect of his trading, across the Exchange(s) and across the segments of the Exchange(s) are available with the Stock Broker and there are no outstanding obligations or dues pending to the Stock Broker or in the case of each order/request for the sale of securities, the Security Account must contain the necessary securities before Stock Broker will accept the request. The proceeds of all sales of securities pursuant to any order or request will be credited to the Bank Account directly upon receipt from the relevant Exchange/ clearing house and to the extent received and subject to such deductions or withholdings, to which the Stock Broker is entitled or as is required under the Applicable Laws or to manage the Security Account in such other manner as may be agreed between the Client and the Stock Broker.
- i. In the case of purchase of securities by the Client, at times the Stock Broker may be unable to deliver the securities on the payout day due to non receipt of the securities from the Exchange or non receipt of the said securities from another Client of the Stock Broker who has sold the securities against the said purchase transactions. In cases of such short delivery, the securities or any other proceeds that may arise consequent to an auction shall be delivered to the Client as per the policy of the Exchange or the Stock Broker as may be applicable from time to time.

9. CLOSE OUT

- a. In case of purchases, notwithstanding the Margin position, the Client authorises the Stock Broker to close out the transactions by selling the Securities on behalf of the Client in the event that the Client fails to make full payment to the Stock Broker for the execution of the contract within such number of hours/day/time of the trade execution as may be determined by the Stock Broker from time to time at its sole discretion. The loss incurred in this regard, if any, will be to the account of the Client.

10. ADJUSTMENT OF BALANCES

- a. The Client undertakes to not make any payments or transfer funds from accounts other than the Bank Account opened or assigned for the purpose of availing services by the Client pursuant to this Agreement.
- b. The Stock Broker is not obliged to accept cheques or demand draft or funds/securities transfer from accounts other than the Bank Account/Security Account or other non-designated accounts and/or third party cheques.

11. CONFIRMATION OF REQUESTS AND COMMUNICATIONS

- a. The Stock Broker may send to the Client, a confirmation notice for the execution of any trade or a failure of execution of a trade (the "Trade Confirmations"), in such form and manner as the Stock Broker may deem fit, including without limitation electronically at the designated correspondence computer resource or e-mail or posting at website or other electronic address provided by the Client. The Client understands that it is the Client's responsibility to review, upon first receipt, all such Trade Confirmations. However, in the event, the Client requests the Stock Broker to give confirmation of trade execution or failure in a particular mode or method, the same shall be at the Stock Broker's discretion and the Client agrees to pay all such amounts that the Stock Broker may charge to cover the operational costs incurred by the Stock Broker in this regard.
- b. The Client understands that placing a request/order (including one that confirms, amends or revokes a previous transaction or request) with the Stock Broker does not guarantee execution of the said request/order and/or the revocation of a previous request and that the Stock Broker shall not be deemed to have received any electronically transmitted request until the Stock Broker has specifically confirmed the receipt of such request or at its sole discretion, acts upon it.
- c. The Client shall immediately by email and registered post (with acknowledgement due) or in such other manner as may be mutually agreed between the Client and the Stock Broker, notify Stock Broker of :
 - (i) Any failure by the Client to receive a message from the Stock Broker indicating that a request was received and executed, or any failure by the Client to receive an accurate confirmation of an execution of a request; or
 - (ii) Any receipt by the Client of Trade Confirmations, Contract Notes, statements or other documents which the Client has an objection to or which contains any discrepancy or inaccuracy.
- d. The Stock Broker shall be entitled to send all communications via electronic communications. In case of electronic communications including without limitations, Trade Confirmations and Contract Notes, such shall be deemed to have been delivered when such electronic communication enters the computer resource as designated by the Client. Further with respect to electronic communications, dispatch and receipt of the same, shall be governed by the provisions of the Information Technology Act, 2000.
- e. Further, if the Client experiences any difficulty in opening or viewing any electronic communications, the Client shall promptly inform the Stock Broker, no later than 7 days from the receipt of such electronic communications. The Stock Broker may at the request of the Client send a duplicate copy of such electronic communications in such other form and manner as the Stock Broker may deem fit at Client's costs and consequence.

Further, all non statutory required communications including without limitation quarterly account statements may be posted on the Stock Broker's Website or sent through email or through any other mode of communication as notified by the Stock Broker from time to time.
- f. The Client understands that it is his responsibility to review, upon first receipt whether delivered to the Client by mail, e-mail or other electronic means, all Trade Confirmations, Contract Notes, statements, notices, contracts, bills and other communications. All information contained therein shall be binding upon the Client if the Client does not object, either in writing or through electronic mail within 7 days after any such document is sent to the Client and neither Stock Broker nor any of its respective officers, directors, employees, agents, affiliates or subsidiaries shall have any responsibility or liability to the Client, or to any other person claiming through the Client, for any claims whatsoever. Further, if the Client settles any transactions, such action shall be construed as acceptance of the transaction and deemed delivery of the Contract Note.

- g. In all cases, if the Client raises any objection, the Stock Broker reserves the right to determine the validity of any such objection or discrepancy.
- h. Unless the Client informs the Stock Broker of the change of address for

communication in writing, all notices, circulars, communications or mail sent to the address last known to the Stock Broker shall be deemed to have been received by the Client irrespective of whether they are actually received or not.

12. FAILURE TO TAKE DELIVERY, INADVERTENT PROCESSING AND ERRORS, CANCELLATIONS AND MODIFICATIONS OF ORDERS/REQUESTS

- a. In the event of an order or request being annulled by any Exchange, the Stock Broker shall have the right to cancel any/all related order (s)/requests placed by the Client at the Client's cost and consequence.
- b. If, for any reason, the Client is unable to give or take delivery of the securities that are the subject of a transaction then (i) the securities will be auctioned or closed out as per the Rules of the concerned Exchange and in accordance with the terms of this Agreement and Stock Broker's internal auction policy and (ii) the resulting losses and associated costs, including any penalty levied by the Exchange, shall be to the account of the Client. Such auction shall be without prejudice to the other rights of the Members under the provisions of this Agreement.
- c. If a transaction requested or ordered is inadvertently processed, in spite of insufficient balances in the Financial or Security Account, the Stock Broker shall have the sole discretion to cancel or liquidate such a transaction and any losses incurred by Stock Broker pursuant thereto shall be to the account of the Client.
- d. If, due to a merger, demerger, amalgamation, reorganisation or other corporate action or book-keeping or data entry error, the Client sells more securities than he actually owns or different Securities from what he owns, the Stock Broker shall not be responsible for any losses that the Client may incur by reason thereof. It shall be the responsibility of the Client to keep itself fully informed of any such merger, demerger, amalgamation, reorganisation or other corporate actions.
- e. If the Client wishes to cancel or modify a request, any such cancellation or modification shall be subject to : (i) the request/order not having been acted upon or executed by the Stock Broker and/or the Exchange and/or the Bank and/or the Depository Participant, as the case may be; (ii) the Stock Broker and/or the Exchange and/or the Bank and/or the Depository Participant, as the case may be, being able to make or allow any cancellation or modification to such transaction and (iii) the Stock Broker communicating a statement to the Client to the effect that it accepts such cancellation or modification.
- f. Unless otherwise specified by the Stock Broker, any order/request not executed at the end of the day shall stand cancelled.
- g. The orders may also be cancelled on account of the following reasons :
 - i. There may be insufficient bids or offers or suspension of trading due to price limits or circuit breakers.
 - ii. The electronic trading systems either at the exchange or in the Stock Broker's offices may be vulnerable to temporary disruptions or failures.
 - iii. In the event of order cancellation due to such events, or market vulnerabilities, the Stock Broker shall be entitled to cancel related contract (s)/orders with the Client. At times, due to unforeseen circumstances the Stock Broker may not be able to execute the desired transactions (either the Client's own transactions or transactions for enforcing Margins as provided in this Agreement) on a timely basis. The Stock Broker does not accept responsibility for any losses that the Client may incur on such eventualities beyond the control of the Stock Broker.
- h. The Stock Broker reserves the right to reject any order based on its risk policies.

13. DELAYED REPORTING OF TRANSACTIONS

- a. If trades or transactions are reported late to the Stock Broker on account of any problems at the Exchange or for whatsoever reason, the Stock Broker in turn will be late in reporting of transactions to the Client.
- b. Confirmation of trade can be delayed to Client due to system's connectivity/ limitations in sending email, calling in phone or sending SMS or any other mode of communication.
- c. In addition, any erroneous reporting to the Client for any reason whatsoever will stand subsequently corrected upon the Stock Broker rectifying the same to reflect the transaction that was actually effected in the market.

14. BROKERAGE/FEE/COMMISSION OR OTHER CHARGES

- a. The Brokerage shall be paid in the manner intimated by the Stock Broker to the Client from time to time, including as a percentage of the value of the trade or as a flat fee or otherwise, together with the service tax 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, transaction charges, duties and levies as may be levied on the transaction from time to time.
- b. The Client hereby agrees to pay all costs, charges, expenses, damages, losses and other outgoings incurred or suffered by the Stock Broker as a result of the Client's default, including without limitation, all legal costs and expenses incurred by the Stock Broker.
- c. The Client agrees to pay the stamp duty payable on this Agreement and on any other instruments relating to any transaction executed pursuant to this Agreement including without limitation any stamp duty payable on Contract Notes issued pursuant to this Agreement. 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 under this Agreement is received by the Client in any other state other than the state of Haryana. Further, the Client agrees to pay, in the event of any differential stamp duty payable, such differential stamp duty where this Agreement is executed in any other state other than the state of Haryana. To the extent permitted by Applicable Laws, the Client agrees that the Stock Broker may at its sole discretion charge an inactivity fee for non-use of the Client Account for prolonged periods which shall be nonrefundable even if the Client uses such account subsequently.
- d. The Stock Broker shall debit the charges of the Depository Participant for the trades and the bank charges for the realisation of cheques and any other charges or dues to the Client's Account and the Client authorises the Stock Broker to do the same.
- e. In respect of any monies payable in accordance with the provisions of this Agreement and without prejudice to the absolute obligation of the Client to make payment of monies forthwith upon demand, the Client shall be liable to pay interest at such a rate as may be determined and notified by the Stock Broker from time to time accruing from the date of demand from the Stock Broker till the actual date of receipt of such monies by the Stock Broker.
- f. All payments to the Stock Broker shall be made clear and free of withholding and deduction, in Indian Rupees, in immediately available and freely transferable funds as on that date.
- g. Without prejudice to the absolute obligation of the Client to pay/reimburse monies to the Stock Broker as set-out above, the Stock Broker shall also be entitled to set-off and appropriate any monies that may be placed with or available with the Stock Broker for and/or on behalf of the Client towards any dues of the Client to the Stock Broker, arising howsoever.

15. REPRESENTATIONS AND WARRANTIES OF THE CLIENT

The Client represents warrants and undertakes on an ongoing basis that :

- a. all information and documents provided and the statements made to the Stock Broker either orally, in writing or by any other means from time to time including but not limited to the Client registration form are true and are not misleading (whether by reason of an omission to state a particular fact or otherwise as at the time of completing the account opening documentation or at any time thereafter);
- b. the Client shall inform the Stock Broker at the earliest any change in the information provided to the Stock Broker including without limitation information provided to the Stock Broker at the time of account opening;
- c. all Securities placed by the Client with the Stock Broker as Margin shall be free from all encumbrances and/or charges;
- d. the Client shall not initiate, promote or participate in any unfair or manipulative market practices;

- e. there are no prior or pending criminal proceedings or proceedings related to any crimes including any economic offences or other financial related crimes against him or investigations or enquiries or any negative reputation issues or any actions have been taken by SEBI, RBI, the Stock Exchange, or any other exchange, CDSL, FMC, NSDL involving the Client and in the event of any such issues or proceedings are commenced against him, he shall forthwith inform the Stock Broker;
- f. the Client is not prohibited in any manner from dealing in Securities;
- g. the Client has the required legal capacity to enter into this Agreement and is capable of performing, will continue to perform and will take all steps necessary to continue performing his obligations and undertakings hereunder;
- h. the Agreement and each transaction or order or request are the Client's valid and legally binding obligations, enforceable in accordance with their terms, and each person acting on behalf of the Client, including in making orders or requests on behalf of the Client, is duly authorised by the Client to do so;
- i. the Client shall utilise the account and Services offered by the Stock Broker solely for lawful purposes and will remain aware of and fully comply with, all Applicable Laws, rules and/or regulations governing the use of Client account and Services including without limitation, Applicable Laws, Rules and/or Regulations relating to taxation, exchange or capital control and reporting and filing requirements;
- j. the Client complies with and will ensure it continues to comply with the confidentiality obligations under this Agreement;
- k. by entering into each transaction or making each request or order under this Agreement, the Client will not violate its constituent documents, any Applicable Laws, binding order of a court or regulatory body applicable to it or any contract or other instrument binding on it or its assets;
- l. all actions required or desirable to be taken to ensure compliance with any Applicable Laws and also to enter into, exercise its rights and comply with its obligations in this Agreement have been taken or effected and are in full force and effect and will continue to be taken, including any approvals or authorisation required and as to disclosure requirements and regulatory reporting obligations and the Client will provide proof of the same to the Stock Broker as may reasonably be required;
- m. at the time of a transfer pursuant to any order or request and provision of any Margin required under this Agreement, the Client will have the full and unqualified right and title to make such transfer or provide such Margin and upon such transfer or provision of Margin, the transferee will receive all right, title and interest in and to those investments, cash or securities, free from any other interest;
- n. the Client is, and shall always be, acting as a principal and not as an agent of or on behalf of any other person;
- o. the Client agrees that it shall be bound by the Stock Broker's internal auction and close-out policies and agrees to abide by the rate and quantity of Margin and/or amount of monies debited and/or credited to the Client's account pursuant to Stock Broker's internal policy;
- p. the Client (if a foreign institutional investor/non-resident Indian/person of Indian origin), hereby acknowledges that he is aware of the RBI guidelines in relation to his investments in the secondary market in India. The Client hereby agrees to keep himself abreast of the ceiling limits on investments as published by RBI from time to time and also agrees that he shall immediately reverse his transaction, if such transaction breaches the ceiling limits as imposed by RBI. In case the Client does not/is unable to reverse such transaction immediately, the Client authorises the Stock Broker to do so under intimation to the Client;
- q. the Client (if a foreign institutional investor/non-resident Indian/person of Indian origin), has restrictions or is not legally permitted to deal in Securities or the Services offered by the Stock Broker in the jurisdiction or the country where such Client resides, the Client shall not avail neither be entitled to avail Services offered by the Stock Broker under this Agreement.
- r. The Client confirms that the Client has read and understood and agrees that the Client shall from time to time regularly continue to read and understand, the terms and conditions and other information on the Stock Broker's website or through email, the Exchange provisions, Rules, Regulations, Government notifications etc.
- s. The Client or his Family is not a Politically Exposed Person, Senior Public Figure or a Celebrity. In the event of change of status, the Client shall promptly inform the Stock Broker of the same.
- t. The Client shall not close/freeze either the Bank Account or the Security Account designated for the purposes under this Agreement or for availing Services offered by the Stock Broker, if there are any pending obligations or dues to the Stock Broker.
- u. The Client has the necessary infrastructure and/or equipment needed to avail online-trading facility and the Client shall be responsible for any losses consequential and/or incidental caused due to insufficient infrastructure and/or equipment to avail such facility.
- v. The Client confirms that the Client is not a United States ("U.S.") person for purposes of U.S. Federal income tax and that Client is not acting for, or on behalf of, any U.S. person. A false statement or misrepresentation of tax status by a U.S. person could lead to penalties under U.S. laws. If however, Client's status changes and Client become a U.S. citizen or a resident, The Client shall ensure to notify the Stock Broker within 30 days of such change in the status.

16. POWER OF ATTORNEY

The Client shall have the option to provide to the Stock Broker such additional powers of attorney from time to time in such form as may be acceptable to the Stock Broker, inter alia permitting the Stock Broker the right to utilise and operate Bank Account and/or the Security Account for the purposes of this Agreement.

17. CORPORATE BENEFITS

Certain securities may grant the holder thereof valuable rights that may expire unless the holder takes action. The Client shall be responsible for knowing the rights and terms of all securities in his accounts and the Stock Broker shall not be obliged to notify the Client of any upcoming expiration or redemption dates, or take any other action on the Client's behalf, except as required by Applicable Laws. The Client shall also be responsible for knowing about reorganisations and other corporate actions related to the securities which the Client holds including, but not limited to, stock splits, dividends, rights and bonus issues. Further, the Stock Broker shall not be

responsible for exercising any such rights. The Stock Broker is not responsible to monitor corporate actions for the Client with respect to any securities. Even in relation to securities provided as Margin, the Client shall be solely responsible to substitute the said securities with other securities acceptable to the Stock Broker in case of any discretionary corporate action. In the event of any non-discretionary corporate action, the obligation of the Stock Broker to return back equivalent securities shall stand appropriately modified in the event the Client does not replace such securities before the applicable record date.

18. LIEN, NETTING AND SET-OFF

- a. Without prejudice to the Stock Broker's other rights, the Stock Broker shall be entitled to liquidate/close out all or any of the Client's positions for non-payment of Margin 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.
- b. All the Securities now or hereafter held, carried or maintained in the Security Account and all monies or hereafter lying in the Financial Account, together with any securities or monies lying with the Stock Broker or in their possession or control, for any purpose, for the benefit of the Client, now or hereafter opened, including any account in which the Client may have an interest, shall be subject to a lien in favour of the Stock Broker for the discharge of all the indebtedness of the Client and the Client's other obligations to the Stock Broker and/or its affiliates, and are held by the Stock Broker as continuing security for the payment of any liability or indebtedness of the Client to the Stock Broker and/or its affiliates. Without Stock Broker's prior written consent, the Client will not cause or allow any of such securities or monies to be or become subject to any liens, interest, mortgages or encumbrances of any nature other than in favour of the Stock Broker.
- c. The client authorises the Stock Broker to instruct the depository participant to transfer the securities to the account of the Stock Broker in any of the following circumstances:
 - (i) the Client fails to pay any moneys due and payable under this Agreement within 24 (twenty four) hours or within such time of demand by the Stock Broker as may be determined by the Stock Broker;

- (ii) the bankruptcy, insolvency, winding up, liquidation or cessation of business of the Client;
 - (iii) an insolvency petition is filed against the Client; (v) where, in the judgment of the Stock Broker, it is considered that such transfer is necessary for the protection of the Stock Broker.
- d. The Stock Broker shall have the right at its sole discretion, to determine which Securities and properties are to be sold and which contracts or positions are to be closed out and the order in which they are to be sold or closed out. The lien created hereunder will remain in full force and effect by way of continuing security and will not be affected in any way by
19. The Client agrees that all securities and monies belonging to the Client which are under the control or possession of the Stock Broker shall be subject to a general lien and/or set off, for discharge of any obligation or indebtedness of the Client to the Stock Broker. In enforcing the lien and/or the right to set off, the Stock Broker shall have the sole discretion of determining the manner in which the securities or assets are to be appropriated/liquidated.

20. LIMITATIONS OF LIABILITY AND INDEMNITY

- a. Neither Stock Broker, nor any affiliate nor their respective directors, officers, employees, agents shall in any circumstances be liable for any direct or indirect loss, cost, liability, expense or damage (including without limitation all reasonable legal fees and expenses arising from :
 - i. any act or omission in the course of or relating to the activities to which this Agreement applies;
 - ii. any act or omission of any agent or third party who performs Services pursuant to this Agreement;
 - iii. any use of or inability to use the Services provided under this Agreement;
 - iv. any non-execution of any order or request due to any suspension, interruption, non-availability or malfunctioning of the relevant trading service or the Exchange system(s) or service(s) for any reasons whatsoever;
 - v. any failure, interruption error, omission or delay in performance of their obligations or in the transmission/delivery of information resulting from acts, events or circumstances not within their reasonable control including but not limited to war, acts of terrorism, civil disorder, industrial disputes, natural calamities, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware errors;
 - vi. incomplete/incorrect data or information provided to the Stock Broker over the phone/internet or any other medium and/or any error in the execution of any request due to such incomplete/incorrect data;
 - vii. inadvertent failure to execute order(s)/request(s) placed by the Client;
 - viii. a third party placing a request(s) or order(s) pursuant to a breach in securing the confidentiality of the Client-ID and/or other personal identification details by the Client; or
 - ix. any variation or reduction of exposure or turnover limits by the Stock Broker.
- b. In no event shall the Stock Broker, any affiliate or any of their respective directors, officers, employees or agents be liable for any direct, indirect, incidental, special, consequential losses or damages, howsoever arising.
- c. The Client shall at all times continue to be responsible for any request or order placed.
- d. The Client makes all trading decisions relying on its own judgment and the Stock Broker does not owe the Client any duty to advice on the merits or suitability of any investment/order/request. Any trading recommendations or market related or other information communicated to the Client is incidental to the provision of the Services under this Agreement by the Stock Broker to the Client. The Stock Broker gives no representation, warranty or guarantee as to the accuracy or completeness of such information. Without limiting the generality of the foregoing, the Stock Broker will not provide the Client with any tax or legal advice of any kind and the Client will be responsible for obtaining its own advice from its advisers.
- e. The Stock Broker does not guarantee the timeliness, sequence, accuracy, completeness, reliability or content of any market information or messages disseminated to the Client.
- f. The Client acknowledges that trading over the telephone and through computers involve many uncertain factors and complex hardware, software systems, communication lines, etc which are susceptible to interruptions, disturbances and dislocations and the Stock Broker's Services may at any time be unavailable without further notice. The Stock Broker makes no representation or warranty that the Services will be available to the Client at all times without interruption. The Services are provided on an "as available" basis without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose.
- g. The Client acknowledges that trading over the internet may be susceptible to internet related problems like unauthorised usage and hacking. The Client is responsible to keep his virtual identity confidential.
- h. The Stock Broker is not obliged to send any transaction updates to the Client other than the statutory reports as required by law from time to time.
- i. The Client agrees to and shall indemnify and hold harmless each of the Stock Broker, and any of their directors, officers, employees and agents (each, an "indemnified person") against all losses resulting directly or indirectly from any act, omission, representation, warranty, undertaking, confirmation or instruction of the Client or the Client's agents arising :
 - i. out of or in connection with the performance of the Stock Broker's duties or discretions under this Agreement (including but not limited to losses on account of acting upon and/or execution of the instructions or requests placed over the phone or other electronic means due to any reason whatsoever) ;
 - ii. otherwise in connection with this Agreement; or
 - iii. under Applicable Law; or
 - iv. arising out of a breach by the Client of any provision of this Agreement.

21. SUSPENSION OF SERVICES AND TERMINATION

- a. The Stock Broker may at any time, 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 under this Agreement, whether in part or entirely.
- b. The Stock Broker shall be entitled to suspend or terminate this Agreement without prior notice if
 - i. the Client has breached this Agreement or
 - ii. upon the death, winding up, bankruptcy, liquidation or lack of legal capacity of the Client or is designated as a defaulter by any credit rating agency or any action or proceedings have been initiated by the relevant regulator/authority including without limitation SEBI or
 - iii. the Client fails to maintain the Financial Account and/or the Depository Account (or any replacement thereof) or
 - iv. has misrepresented facts at the time of account opening or otherwise or
 - v. any proceedings or investigations that involve the Client or his/its properties have been initiated or is ongoing or
 - vi. the Client fails to fulfill his/its payment obligations under this Agreement or otherwise due to the Stock Broker.
- c. Upon termination of this Agreement, all other agreements, annexures and writing supplementing this Agreement entered into by and between the parties shall stand terminated.

22. SURVIVAL

The provisions of Clauses ("Compliance with Applicable Laws"), ("Brokerage/Fees/Commission or Other Charges"), ("Representations and Warranties of the Client"), ("Lien, Netting and Set-Off"), ("Limitations of Liability and Indemnity"), ("Suspension of Services and Termination"), ("Data and Materials"), ("Confidentiality"), ("Miscellaneous"),

("Survival"), ("Dispute Resolution"), ("Jurisdiction") shall survive the termination of this Agreement. For the avoidance of doubt, the termination of this Agreement for any reasons whatsoever shall not affect in any manner the rights, obligations and liabilities incurred by the Parties prior to such termination.

23. DATA AND MATERIALS

- a. The Client understands that the Exchanges and any other supplier of data asserts a proprietary interest in all of the market and other data it furnishes, directly, through the Stock Broker or otherwise.
- b. The Client shall not furnish market information provided by the Exchange or the Stock Broker to any other person or entity for consideration or otherwise.
- c. The Client is not authorised to resell or permit access to any materials made available by the Stock Broker or to make copies of such materials for sale or supply to or use by other persons. The Client will not delete copyright or other intellectual property rights notices from any such material.

24. CONFIDENTIALITY

- a. The Client will treat as confidential (both during and after the termination of the relationship between the Parties) any information learned about the Stock Broker, including without limitation, its investment strategy or holdings or its products or Services in the course of their relationship under this Agreement. The Client will not disclose the same to any third party without the Stock Broker's written consent. These obligations shall not apply to information which (i) is, or becomes, known to the public, (ii) is received by the Client from a third party entitled to disclose it, or is disclosed to competent government authorities or courts or other tribunals in accordance with the requirements of Applicable Laws.
- b. The Client acknowledges that, pursuant to this Agreement or otherwise, the Stock Broker may receive confidential information about the Client. The Client hereby expressly consents that any such personal data/information and account information or records of the Client may be used by the Stock Broker and any recipient of such information from the Stock Broker for any of the following purposes:
 - i. the processing of applications for Services pursuant to this Agreement;
 - ii. the provision, operation, processing or administration of any Services or account provided to the Client pursuant to this Agreement, and for data processing, statistical/risk analysis and other purposes;
 - iii. conducting credit checks/anti-money laundering checks/checking with CIBIL and other credit information bureaus to check the client's credit history and to obtain credit information reports ;
 - iv. assisting other financial services firms to conduct credit checks (if applicable) ;
 - v. ensuring the Client's ongoing credit-worthiness (if applicable) ;
 - vi. determining the amount of indebtedness owed by the Client or to the Client;
 - vii. marketing financial services or related products or opportunities;
 - viii. meeting the requirements to make disclosures under any law, regulation, governmental authority, court order or contractual agreement binding on the Stock Broker;
 - ix. enabling the Stock Broker's actual or proposed assignee, or a transferee of the Stock Broker's rights to evaluate the transaction intended to be the subject of the assignment or transfer; or
 - x. all other incidental and associated purposes relating to the provision of services or
 - xi. for disclosures to be made to comply with any law, order, judgment, decree, or any rule, regulation, or request or inquiry of or by any government, court, administrative or regulatory agency or commission, other governmental or regulatory authority or any self-regulatory body.
- c. The Client understands that failure to supply information or data may result in the Stock Broker not being able to open, continue or establish accounts for the Client, or to establish or continue any facilities that may already have been provided, or to provide other services to the Client.
- d. The Client acknowledges that the Stock Broker may, without the Client's prior approval, release the Client's personal data and account information and records for the purposes set out in paragraph (c) above. Specifically, the Stock Broker may release the data and information to certain individuals or entities, including but not limited to the following :
 - i. any agent, contractor or third-party service provider who offers services to the Stock Broker in connection with the operation of their businesses;
 - ii. any other person under a duty of confidentiality to the Stock Broker;
 - iii. any other financial services institution with which the Client has or proposes to have dealings, credit information bureaus or collection agencies;
 - iv. any person or entity to whom the Stock Broker is under an obligation to make disclosure under the requirements of any law, regulation, court order or contractual agreement binding on the Stock Broker; and
 - v. any actual or proposed assignee of the Stock Broker or transferee of any rights of Stock Broker.
- e. The Stock Broker may use the Client's personal data/information and any other information to market products and services to the Client. The Stock Broker acknowledges that the Client has the right to request that Stock Broker STOP using such data or information for such marketing purposes.
- f. In connection with the Client providing such personal data and information, the Client hereby agrees that the Stock Broker may take such steps as they deem reasonable and appropriate to verify information which is provided to them. The Client agrees and acknowledges that the Stock Broker may transfer any of the Client's personal data and other information to any party/entity set out in paragraph (e) above which are located outside of India for the purposes set out in paragraph (c) above and that such party/entity may collect, hold, process and use such data and information accordingly.

25. ASSIGNMENT

The Client shall not be entitled to assign any of its rights, obligations and/or benefits under this Agreement without the prior written consent of the Stock Broker. The Stock Broker shall be entitled to assign its rights, obligations and/or benefits under this Agreement to any successor entity, Affiliates or to any other third party entity at its absolute discretion.

26. INFORMATION TO THE CLIENT

- a. The Stock Broker shall be entitled to make the aforesaid information available to the Client on Stock Broker's Website or by other electronic means.

27. CONCLUSIVENESS OF RECORDS

Stock Broker's own records of the trades/transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding on the Client for all purposes.

28. REDRESSAL OF GRIEVANCES

- a. Upon satisfactory redressal of the Client's grievances where such resolution results in any payment by the Stock Broker to the Client or any other form of remedial measure to the Client, the Client accepts that such payment/remedy shall be in full and final settlement of all dues and claims and thereby releases and discharges the Stock Broker from all the obligations, present and future in relation to the concerned complaint.
- b. All Client complaints may be directed to such grievance redressal department of the Stock Broker or to such other person or department as may be notified by the Stock Broker from time to time for the purpose.
- c. Grievances or complaints can be addressed to helpdesk@fullertonsecurities.co.in or compliance@fullertonsecurities.co.in

29. Internet Based Trading Facility (Online Trading Facility)

The Client may avail of the Online Trading Facility from the Stock Broker for the Services or any part thereof as may be permitted by the Stock Broker from time to time. The following are the specific terms and conditions relating to the Facility provided by the Stock Broker to the Client, whereby the Client may provide request (s)/order over the internet on Stock Broker's Website. These terms and conditions may be amended, supplemented, revoked, rescinded or replaced by the Stock Broker from time to time as may be notified on Stock Broker's Website or through email or in such other manner as Stock Broker may deem fit.

1. The Client will be entitled to a User Identification and Password or other such identification or security code (by whatever name called) which will enable him/it to access the Stock Broker's System or Service through Stock Broker's Website, for availing of the Facility/Services or to enable the Client to execute orders.
2. The Client agrees that the Stock Broker reserves the right to charge separate service fee for using the Facility, above certain number of transaction (s) done using the Facility.
3. The Client is aware that the Stock Broker's System itself generates the initial Password and passes onto the Client and that the Stock Broker is not aware of the same. The Client agrees and undertakes to immediately change his/its initial Password upon receipt thereof. The Client is aware that subsequent Passwords are not known or available to the Stock Broker.
4. The Client shall be responsible for keeping the User Identification and the Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Stock Broker's Website/System using the Client's Username and/or Password whether or not such person was authorised to do so. The Client shall ensure that he/it is the only authorised user of the User Identification and the Password. The Stock Broker shall be entitled to presume that any order or instructions entered or communicated using the Client's User Identification and the Password is the Client's own order or instruction. 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 the Client's account, Stock Broker's Website/System or Services by any unauthorised third party with Client details.
5. Without prejudice to the aforesaid provisions, the Client shall immediately notify the Stock Broker in writing with full details if :
 - (i) he discovers or suspects unauthorised access through his/its User Identification and the Password or account,
 - (ii) he notices discrepancies that might be attributable to unauthorised access,
 - (iii) he forgets his/its Password or
 - (iv) he discovers a security flaw in the Stock Broker's Website/System.
6. In any of the above specified events, the Client shall immediately change his/its Password. However, if the Client is unable to change his/its Password for any reason of his/its having forgotten his/its Password or his/its Password having been unauthorised changed by some other person or for any other reason than the Client shall immediately request the Stock Broker in writing to discontinue his/its old Password; and thereupon the Stock Broker shall cause the its Website/System to discontinue the use of the Client's old Password and the Stock Broker's 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 and/or non-availability of Password.
7. The Client shall log off from the Stock Broker's Website/System at any time the Client is not accessing it.
8. The Client agrees that orders, instructions and other communications given or made over the Members Website/System, may be routed through the Members System and may be recorded by the Member. The Client acknowledges and agrees to the recording, retention, monitoring and use by the Member (and its employees, representatives, affiliates and agents) all orders, instructions and communications given to the Member. The Client also agrees that such recordings and the Members records of any orders, instructions and communications given or made by the Client or the Member by electronic mail, fax or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same. If the Member so chooses to record the orders, instructions and communications, he/it shall be free to store the same for such period as the Member may deem fit and the Member may overwrite, erase or destroy such records at such intervals as the Member may deem fit.
9. The Client agrees that the Stock Broker shall not be liable or responsible for non-execution of the orders/requests of the Client, any delay, loss or interruption of the Services, link/system failure, effects on or damages to the Clients software or hardware in connection with the use of Stock Broker's Website or System due to any cause over which the Stock Broker does not have control, including but not limited to failure of system, electronic or mechanical equipment at the Client's/Stock Broker's/Exchange's end.
10. Current norms for Client's User Identification and the Password management (these norms are subject to such other norms as may be notified from time to time by the Stock Broker under this clause pursuant to any modifications to Stock Broker's internal policy, statutory laws, Rules, Regulations, By-laws, Circulars governing the same) :
 - a. The Client is required to mandatorily change the Password after logging onto the Stock Broker's Website/System for the first time.
 - b. The Client shall not be allowed to access the Stock Broker's Website/System if the User Identification and the Password is entered erroneous on three consecutive occasions.
 - c. Stock Broker's Website/System shall not allow the Client to have the changed Password same as the old one.
 - d. The Client shall not be allowed to have same User Identification and the Password.
 - e. The Client shall change the Password every 14 days.
 - f. Client is given prior intimation of expiry of Passwords every 14 days. In the event the password has expired, the Stock Broker's System will reinitialise access on the entry of a fresh password.
 - g. Client's option of availing the Facility shall be deactivated if the same is not used for a continuous period of 6 months from date of last use of the account or such period as may be notified by the Stock Broker.
 - h. The Stock Broker System shall allow the Client to change the password at their discretion and frequency.
 - i. Norms relating to Client's User Identification and the Password management are also subject to changes in the Stock Broker's internal policies.
11. The Stock Broker shall ensure that order acceptance or rejection by the Stock Broker's System is communicated to the Client within a reasonable period.
12. The Client hereby agrees that it may not be allowed to do transactions with respect to certain Securities/segments as may be decided by the Stock Broker from time to time.
13. The Client hereby agrees that it shall not initiate, promote or participate in any unfair or manipulative market practices.
14. The Stock Broker shall send electronically including without limitation, Trade Confirmations, Contract Notes, notifications of trade failures, for the execution of the Client's order/trade. Such confirmation shall also be sent to the Client through email address provided by the Client. The Client agrees that the information sent by Stock Broker by e-mail is deemed to be a valid delivery of such information by the Stock Broker.
15. The use and storage of any information including, without limitation, the Password, profile, portfolio information, transaction activity, account balances and any other information or orders on the Clients personal computer is at his/its own risk and the Client shall take sole responsibility for the security of such information.
16. All trades/orders routed through the Stock Broker's Website/System shall be deemed to be unsolicited trades.
17. The Stock Broker may set such parameters or checks in the System which may result in the Stock Broker's Website or System rejecting the orders of the Client. Such rejection is not/would not be an indication of Client's creditworthiness but is a risk management measure undertaken by the Stock Broker. However the Stock Broker shall not be liable for any direct or indirect loss or damages caused to the Client by such rejection.

18. The Client hereby agrees that it may not be allowed to do transactions with respect certain Securities or orders/requests below and above certain amounts, as may be notified by the Stock Broker from time to time using this Facility.
19. The Client agrees and acknowledges that all investments and disinvestment decisions are based on Client's own evaluation of, financial circumstances and investment objectives. This extends to any decision made by the Client on the basis of any information that may be made available by the Stock Broker through the Online-Trading Facility. Any research material or report received, accessed or made available to the Client is for information purposes only and does not and shall not in any manner constitute a recommendation/solicitation/advice to buy or sell any of the Securities or as investment advice.
20. In the event the Client receives or accesses any investment research reports, computerised on-line services or any investment or other recommendations or advice from the Stock Broker or Affiliates, the same is on a no-liability, no-guarantee and no-obligation basis.
21. This section shall relate solely to the placing of the order (s) through the Stock Broker's Website. However, the Stock Broker may from time to time, provide such additional value added features on the Stock Broker's Website as the Stock Broker may deem fit and proper. The provisions of such value added features are without any liability to the Stock Broker and if the Client chooses to avail any such value added feature, the same are at Client's own risk and consequence. Such value added features would include without limitation stock watch, market watch, research reports, portfolio aggregators, stock statements and transaction summaries.
22. The Client acknowledges that he/it is fully aware of and understands the risks associated with availing of Services for routing orders over the Stock Broker's Website/System including the risk of misuse and unauthorised use of his/its User Identification and the Password by a third party and the risk of a person hacking into the Client's account on the Stock Broker's Website/System. The Client agrees that he/it shall be fully liable and responsible for any and all unauthorised use and misuse of his/its User Identification and the Password and also for any and all acts done by any person through the Stock Broker's System on the Client's User Identification in any manner whatsoever. The Client is aware that the Stock Broker is agreeable to offer the Facility of transmitting the orders and instructions over Stock Broker's Website/System only if the
- Stock Broker is not required to bear and only if the Client agrees to bear, the risk responsibility and liability of such misuse or unauthorised use.
23. Neither Stock Broker, nor any affiliate nor their employees shall in any circumstances be liable for any loss, cost, liability, expense or damage including without limitation all reasonable legal fees and expenses arising from :
- any non-execution of any order or request due to any suspension, interruption, non-availability or malfunctioning of the relevant trading Services or the Exchange system (s) or Service (s) for any reasons whatsoever;
 - any failure, interruption error, omission or delay in performance of their obligations or in the transmission/delivery of information resulting from acts, events or circumstances not within their reasonable control including but not limited to war, acts of terrorism, civil disorder, industrial disputes, natural calamities, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware errors;
 - incomplete/incorrect data or information provided to the Stock Broker over the Stock Broker's Website/System and/or any error in the execution of any request due to such incomplete/incorrect data;
 - a third party placing a request (s) or order (s) pursuant to a breach in securing the confidentiality of the User Identification and/or Password and/or other personal identification details by the Client.
24. The Client acknowledges that trading through computers involve many uncertain factors and complex hardware, software systems, communication lines, etc which are susceptible to interruptions and dislocations and Stock Broker's Services may at any time be unavailable without further notice. Stock Broker makes no representation or warranty that the Services will be available to the Client at all times without interruption. The Services are provided on an "as available" basis without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose.
25. The Client is aware that he/it has the option of not availing such Facility/Service. However being fully aware of all risks, the Client desires the convenience of such Facility of transmitting orders and instructions over the Stock Broker's Website/System and has therefore opted for such Facility of his/its own free choice and is willing and agreeable to bear all associated risks, responsibility and liability.

30. Tele-Trading Facility

The Client may avail of the Tele-Trading Facility from the Stock Broker for the Services or any part thereof as may be permitted by the Stock Broker from time to time. The following are the specific terms and conditions relating to the Tele-Trading Facility provided by the Stock Broker to the Client, whereby the Client may provide a transaction request (s)/order through Stock Broker's call centre. These terms and conditions may be amended, supplemented, revoked, rescinded or replaced by the Stock Broker from time to time as may be notified on Stock Broker's Website or in such other manner as the Stock Broker may deem fit.

- For the purpose of availing the Tele-Trading Facility, the Client will be required to call the specific numbers notified from time to time by the Stock Broker for the said purpose in writing or in such other manner as may be determined by the Stock Broker. Such numbers will be subject to change at the Stock Broker's sole discretion, which change shall be notified to the Client either through the Stock Broker's Website or in such other manner as may be determined by the Stock Broker within a reasonable time of such change.
 - The Client agrees to pay to the Stock Broker, a service fee as may be determined by the Stock Broker from time to time for using the Facility.
 - The Client further agrees that the Stock Broker reserves the right to charge separate service fee for using the Facility, above certain number of transaction (s) done using the Facility.
 - Before the commencement of the Tele-Trading Facility, and except in the case of an individual or a sole proprietor acting directly, the Client shall be required to provide details of the person (s) authorised on its behalf to operate the Client's account on behalf of the Client and if required by the Stock Broker, provide evidence, satisfactory to the Stock Broker in respect of the same.
 - Before being given access to the Tele-Trading Facility, the Client, or any authorised person acting on behalf of the Client, must provide either the TPIN or verification answers to the questions (if any) asked by the
- Stock Broker's personnel providing the Tele Trading Facility, for ascertaining the identity and authentication of the caller as the Client or Client's authorised representative. The Stock Broker shall have the discretion to ask such questions as the Stock Broker may deem fit and proper. The Stock Broker will not however be bound to compulsorily ask such questions and the decision to ask or not ask shall be at the discretion of the Stock Broker. For instance, a Stock Broker may designate certain segments of the Tele Trading Facility as requiring compulsory identification and verification and may not require certain segments of the Tele Trading Facility to have such compulsory identification and verification, where the Stock Broker requires such compulsory identification and verification, the Stock Broker shall execute the request/order for the Client only after the Client's identity has been verified to the satisfaction of Stock Broker. The Client shall ensure that the Client's User Identification, Password, Customer User Identification Number are not misused. The Client agrees to indemnify and hold the Stock Broker harmless and defended for any such unauthorised usage.
- The Client hereby: (i) authorises the Stock Broker to use the Client-ID, Customer User Identification Number as intimated by the Client/Client's authorised representative as method of verification of the Client's identity as caller and accordingly for the purpose of taking instructions and executing the orders placed by such caller over the phone. All requests/orders placed by the Stock Broker on behalf of the Client in the manner prescribed above shall be deemed to have been authorised and placed by the Client himself/itself and shall be valid and binding on the Client. The Client understands that all methods of identification need to be prompt and strictly confidential to prevent any mis-use and the Client shall be bound by all such transaction irrespective of any mis-use and notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such orders/requests.
 - The Client shall make any request/order for trading only during certain specified hours.

- 8) The Client hereby agrees that it may not be allowed to do transactions with respect to certain Securities or segments as may be notified by the Stock Broker from time to time using the Tele-Trading Facility.
- 9) The Stock Broker may set such parameters or checks in this Facility which may result in the Client's orders being rejected. Such rejection is not and would not be an indication of the Clients' creditworthiness but is a risk management measure undertaken by the Stock Broker. However the Stock Broker shall not be liable for any direct or indirect loss or damages caused to the Client by such rejection.
- 10) In each request/order, the Client must indicate the Exchange on which the Client desires the order be executed.
- 11) The Client agrees to ensure that all orders and instructions are absolutely clear and unambiguous; the Client agrees that if any request/order is not absolutely clear or unambiguous, the Stock Broker or its employees or authorised representatives shall be entitled to interpret the same as per their own understanding of such instructions and such understanding and interpretation shall be final and binding on the Client.
- 12) The Client agrees that the Stock Broker shall not be liable or responsible for non-execution of the orders/requests of the Client, any delay, loss, or interruption of the Services, link/system failure, effects on or damages to the Client's equipment for accessing Tele-Trading Facility due to any cause over which the Stock Broker does not have control, including but not limited to failure of system, electronic or mechanical equipment at the Client's/Stock Broker's/Exchange's end.
- 13) The Stock Broker may communicate including without limitation, Trade Confirmations, notifications of trade failures, for the execution of the Client's order/ trade, and other transactions related information over the telephone to the Client. Such confirmation may also be sent to the Client through email address provided by the Client. The Client agrees that the information sent by Stock Broker by e-mail is deemed to be a valid delivery of such information by the Stock Broker.
- 14) The Client shall be responsible for obtaining and complying with all Applicable Laws and approvals in respect of each request/order at the Client's own cost and Stock Broker shall not be liable or responsible for any failure or default in this respect thereof.
- 15) The Client agrees that orders, instructions and other communications given or made over the telephone, may be routed through the Members Interactive Voice Response or other telephone system and may be recorded by the Member. The Client also agrees that such recording and the Members records of any orders, instructions and communications given or made by the Client or the Member by electronic mail, fax or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same. If the Member so chooses to record the orders, instructions and communications, he/it shall be free to store the same for such period of time as the Member deems fit and the Member may overwrite, erase or destroy such records at such intervals as it may deem fit.
- 16) All trades/orders routed through the Stock Broker using Tele Trading Facility shall be deemed to be unsolicited trades.
- 17) The Client acknowledges that he/it is fully aware of and understands the risks associated with availing of the Services for routing orders over the telephone including the risk of misuse and unauthorised use of his/its Client ID and/or Username and/or Password by a third party. The Client agrees that he/it shall be fully liable and responsible for any and all unauthorised use and misuse of his/its Password and/or Username.
- 18) The Client agrees and acknowledges that all investments and disinvestment decisions are based on Client's own evaluation of, financial circumstances and investment objectives. This extends to any decision made by the Client on the basis of any information that may be made available by the Stock Broker through the Tele-Trading Facility. That any research material or report received, accessed or made available to the Client is for information purposes only and does not and shall not in any manner constitute a recommendation/solicitation/advice to buy or sell any of the Securities or as investment advice.
- 19) In the event the Client receives or accesses any investment research reports or any investment or other recommendations or advice from the Stock Broker or Affiliates, the same is on a no-liability, no-guarantee and no-obligation basis.
- 20) Neither Stock Broker, nor any affiliate nor their respective employees or personnel shall in any circumstances be liable for any loss, cost, liability, expense or damage (including without limitation all reasonable legal fees and expenses arising from :
- any non-execution of any order or request due to any suspension, interruption, non-availability or malfunctioning of the relevant trading service or the Exchange system (s) or service (s) for any reasons whatsoever;
 - any failure, interruption error, omission or delay in performance of their obligations or in the transmission/delivery of information resulting from acts, events or circumstances not within their reasonable control including but not limited to war, acts of terrorism, civil disorder, industrial disputes, natural calamities, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or Internet or network failure, software or hardware errors;
 - incomplete/incorrect data or information provided to the Stock Broker over the telephone and/or any error in the execution of any request due to such incomplete/incorrect data; or
 - a third party placing a request(s) or order(s) pursuant to a breach in securing the confidentiality of the User Identification and/or Password and/or other personal identification details by the Client.
- 21) The Client acknowledges that trading over the telephone may involve many uncertain factors and complex hardware, software systems, communication lines, etc. which is susceptible to interruptions and disturbances and Stock Broker's Services or Facility may at any time be unavailable without further notice. The Stock Broker makes no representation or warranty that the Services will be available to the Client at all times without interruption. The Services are provided on an "as available" basis without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose.
- 22) The Client is aware that the Stock Broker is agreeable to offer the Tele-Trading Facility of transmitting the orders and instructions through the Stock Broker's call centre, only if the Stock Broker is not required to bear and only if the Client agrees to bear, the risk, responsibility and liability of such misuse or unauthorised use. The Client is aware that he/it has the option of not availing such Tele-Trading Facility. However being fully aware of all risks, the Client desires the convenience of such Facility of transmitting orders and instructions through Stock Broker's call centre and has therefore opted for such Facility of his/its own free choice and is willing and agreeable to bear all associated risks, responsibility and liability.

31. MISCELLANEOUS

a. NOTICES

All electronic notices, mails, Trade Confirmations, Contract Notes or records shall be delivered to the parties at the e-mail address as it appears on the account opening documentation or as informed by the parties in writing from time to time.

b. INTERPRETATION

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

In this Agreement, reference to the singular includes the plural, and any reference to the plural includes the singular, and words importing the masculine gender shall include the feminine gender and neuter gender and vice-versa.

c. DISPUTE RESOLUTION

i. The Stock Broker and the Client are aware of the provisions of the By-laws, Rules and Regulations of the Exchange relating to the resolution of the disputes/differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions in so far as any disputes under these terms relate to the transactions that are to be carried out on the Exchanges.

ii. Except for the claim/disputes which are subject to the Rules and Regulations of the respective Exchanges on which the trades have been executed, any and all claims and disputes arising out of or in connection with this Agreement or its performance and/or otherwise and/or all matters relating to non-contractual claims shall be settled by arbitration by an arbitrator to be appointed by the Stock Broker. The arbitration shall be governed by the provisions of the Arbitration & Conciliation Act, 1996.

d. JURISDICTION

i. In matters where the Exchange is a party to the dispute, the Civil courts at Mumbai shall have exclusive jurisdiction and in all other matters, proper courts within the area covered under the Regional Arbitration Centre shall have jurisdiction. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.

ii. Notwithstanding contained hereinabove and unless otherwise specifically agreed in writing between the Trading Member and the Constituent, in respect of any claims, disputes and differences arising out of internet trading between the constituent and trading member, the seat of arbitration shall be the Regional Arbitration Centre within in the area in which the constituent ordinarily resided at the time of relevant trading, provided however in respect of a non resident Indian constituent, the seat of arbitration shall be the Regional Arbitration Centre in the area of which the correspondence office of the trading member is situated.

e. OTHER MISCELLANEOUS CLAUSES

i. The parties hereto agree to abide by the terms, conditions and covenants set out in the Annexures annexed herewith as if the same formed part and parcel of this Agreement.

ii. The Client understands that the terms of this agreement and/or any product, services, its value add, feature, functionality, pricing, promotion can be altered, amended, withdrawn and/or modified collectively or individually by the Stock Broker at any time.

iii. These terms may be amended, supplemented, withdrawn revoked, rescinded or replaced by the Stock Broker from time to time before implementing such changes as may be notified with 15 days prior notice on Stock Broker's Website or electronic communication.

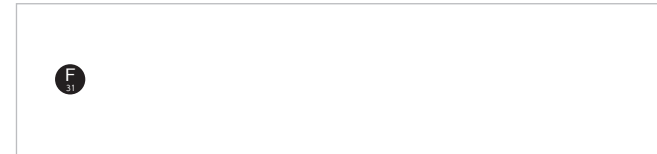
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

The Schedule above referred to :
(Description of the Client)

Name : _____

Constitution : Individual/HUF _____

Address : _____



(Signature of the Client)

Client Name : _____

Please go through the Member – Client Agreement for both the Exchanges and Risk Disclosure Document carefully before signing

For and on behalf of Fullerton Securities & Wealth Advisors Ltd.

Authorised Signatory

Name of the Signatory

Designation of the Signatory

In the presence of (Witness) :

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

Note : All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time, as so agreed to in writing between the parties.

In case the Client opts for internet trading, the Client agrees to be bound by the terms and conditions stated in Schedule-I or II.

Schedule-I (NSE Internet Trading Client)

1. The provisions of this Agreement shall always be subject to Government notifications, any rules, regulations and guidelines issued by SEBI and Stock Exchange rules, regulations and By-laws that may be in force from time to time.
2. In the event of death or insolvency of the Client or his 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 therefrom.
3. The schedule shall stand terminated by mutual consent of the parties by giving at least one month written notice. Such cancellation or termination shall not have any effect on transaction executed before the date of such notice of termination and the parties shall enjoy the same rights and shall have same obligations in respect of such transactions.
4. The 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.
5. The Client is aware that authentication technologies and strict security measures are required for the internet trading through order routed system and undertakes to ensure that the password of the Client and/or his authorised representative are not revealed to any third party.
6. The Client agrees that the Stock Broker shall not be liable or responsible for non-execution of the orders of the Client due to any link/system failure at the Client/Members/Exchange end.
7. The Stock Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, the Stock Broker shall be entitled to cancel relative contract (s) with Client.
8. The Stock Broker shall also send the Order/Trade confirmation slip through E-mail to the Client at his request, within 24 hours from the time of execution of order/trade on the NEAT system, as the case may be. The Client agrees that the information sent by the Stock Broker by E-mail is deemed to be a valid delivery of such information by the Stock Broker.
9. The Client is aware that the Stock Broker has provided on the web site a facility for reconfirmation of orders, which are larger than that specified by the Stock Broker's risk management, by the Stock Broker and is also aware that the Stock Broker has the discretion to reject the execution of such orders based on his risk perception.
10. The Stock Broker and the Client are aware of the provisions of Bye-Laws, Rules and regulations of the Exchange relating to resolution of disputes/differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions.
11. All trades, transactions & contracts are subject to the Bye-Laws, Rules & Regulations of the Exchange and shall be deemed to be & shall take effect as wholly made, entered into & to be performed in the city of Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.

Signed and delivered by

Client Name and Signature

Signature

Client's Name _____

Stock Broker Official- Name and Signature

For Fullerton Securities and Wealth Advisors Ltd.

Authorised Signatory

Name _____

Please go through the risk disclosure document carefully before signing

Witness- Name and Signature

Signature _____

Name _____

Address _____

Witness- Name and Signature

Signature _____

Name _____

Address _____

In the case Client opts dealing on NSE for Securities Trading Using Wireless Technology (STWT)

Schedule IA (NSE- STWT Clients)

This agreement is made at Gurgaon on ____/____/20____ between Fullerton Securities & Wealth Advisors Ltd (member of National Stock Exchange of India Ltd. with SEBI Registration No.: INB/F 231309031), hereinafter called MEMBER and having its registered office at Second Floor, Orchid Center, Sector 54, Gurgaon-122002, Haryana, India and _____ a individual/company/trust/firm or any other body duly formed and registered under the relevant Act, hereinafter called the CLIENT, having its residence/ registered office at _____.

WITNESSTH :

Whereas the MEMBER is registered as TRADING MEMBER of National Stock Exchange of India Ltd. with SEBI Registration No. : INB/F 231309031.

Whereas the MEMBER is eligible for providing Internet based trading and securities trading through the use of wireless technology that that shall include the use of devices such as mobile phone, laptop with data card, etc which use Internet Protocol (IP).

Whereas the CLIENT is desirous of investing/trading in those securities admitted for dealing on the Exchange as defined in the Bye-Laws of the Exchange. 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.

Whereas the CLIENT has satisfied itself of the capability of the MEMBER to deal in securities and wishes to execute his orders through him and the CLIENT shall continue to satisfy itself of such capability of the MEMBER before executing orders through him.

Whereas the MEMBER has satisfied and shall continuously satisfy himself about the genuineness and financial soundness of the CLIENT and investment objectives relevant to the services to be provided.

Whereas the MEMBER has taken steps and shall take steps to make the CLIENT aware of the precise nature of the MEMBER's liability for business to be conducted, including any limitations on that liability and the capacity in which it acts.

In consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms and conditions:

1. The MEMBER 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 agreement 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.
2. The provisions of this agreement 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.
3. In the event of death or insolvency of the CLIENT or his otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, MEMBER 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 therefrom.
4. The agreement entered into between the MEMBER and the CLIENT shall stand terminated by mutual consent of the parties by giving at least one month written notice. Such cancellation or termination shall not have any effect on transaction executed before the date of such notice of termination and the parties shall enjoy the same rights and shall have same obligations in respect of such transactions. The MEMBER has bought to the notice of client the possible risks, responsibilities and liabilities associated with securities trading using wireless technology
5. The Member 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 web site / web page where detailed information would be available.
6. The 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.
7. 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 authorised representative are not revealed to any third party.
8. The CLIENT agrees that the MEMBER shall not be liable or responsible for non execution of the orders of the CLIENT due to any link/system failure at the CLIENT/ MEMBERS/EXCHANGE end.
9. The Stock Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, MEMBER shall be entitled to cancel relative contract(s) with CLIENT.
10. The MEMBER shall also send the Order/Trade confirmation slip through E-mail to the CLIENT, within 24 hrs from the time of execution of order/trade on the NEAT system, as the case may be. Trade confirmation will be provided to the user along with history of trades for the day. The CLIENT agrees that the information sent by MEMBER by E-mail is deemed to be a valid delivery of such information by the MEMBER. 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.
11. The CLIENT is aware that the MEMBER has provided on the web site a facility for reconfirmation of orders, which are larger than that specified by the MEMBER's risk management, by the MEMBER and is also aware that the MEMBER has the discretion to reject the execution of such orders based on his risk perception.

- 12. The Member and the Client are aware of the provisions of Bye-Laws, Rules and regulations of the Exchange relating to resolution of disputes/differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions.
- 13. All trades, transactions and contracts are subject to the Bye-Laws, Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.

IN WITNESS THEREOF, the parties to agreement have caused these presents to be executed as of the day and year first above written.

Signed for and on behalf of

MEMBER :

By :

Signature :


Title :

Witness :

Signed for and on behalf of

CLIENT :

By :



Signature :

Title :

Witness :

Schedule-II (BSE Internet Trading Client - ITORS)

This agreement is made and executed at Gurgaon on ____ / ____ /20____

Between

M/s. Fullerton Securities & Wealth Advisors Ltd., a company / body corporate incorporated under the provisions of the Companies Act, 1956 having its registered office at 2nd Floor (Right Wing), Orchid Center, Sector 54, Gurgaon, Haryana, hereinafter referred to as "the Stock Broker", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the ONE PART;

AND

The person/s specified in the Schedule as "the Client", [hereinafter called "the Client" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include (if the Client is an individual) his/her heirs, executors, administrators and legal representatives and permitted assigns;

WHEREAS:

- i) The Stock Broker is a Stock Broker of Bombay Stock Exchange Ltd, ("the Exchange") and is also registered with the Securities & Exchange Board of India ("SEBI") as a stock broker with SEBI Registration No. INBO11309037
- ii) The Client is a client/constituent of the Stock Broker, and the Stock Broker and the Client have entered into a Member-Client Agreement dated the ____ / ____ / 20____ in accordance with model agreement prescribed by SEBI ("Main Trading Member-Client Agreement");
- iii) The Trading Member offers and/or proposes to offer the ITORS Service to its clients; and the Client desires to avail of the Trading Member's ITORS Service for purchasing, selling or otherwise dealing in securities;
- iv) The Trading Member and the Client desire to enter into this Supplemental Agreement to the Main Trading Member-Client Agreement in order to record the agreement between them relating to the Trading Member's ITORS Service to be availed of by the Client

IT IS HEREBY AGREED BETWEEN THE STOCK BROKER AND CLIENT as follows:

1. Definitions:

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

- i) "the Exchange" means the Bombay Stock Exchange Ltd and includes a segment of the Exchange.
- ii) "Exchange Provisions" means the Rules, Bye-laws, Regulations, Business Requirement, Specifications, handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes the Minimum Requirements Handbook for ITORS prescribed by the Exchange, as amended from time to time.
- iii) "ITORS" means Internet based Trading Through Order Routing System, being a system approved by the Exchange for enabling clients to route their orders to their Stock Broker/s over the internet.
- iv) "ITORS Account Application" means the application submitted by the Client to the Stock Broker to permit the Client to avail of the Stock Broker's ITORS Service.
- v) "ITORS Service" or "Service" means the service offered by the Stock Broker to its clients through ITORS whereunder the clients can route their orders for purchase, sale and other dealings in securities through the Stock Broker's ITORS System.
- vi) "Stock Broker's ITORS System" or "Stock Broker's ITORS WebSite" means the web site hosted by the Stock Broker on the internet through which the Stock Broker offers the ITORS Service and includes the hardware and software used for hosting and supporting the WebSite.
- vii) "Password" means an alphanumeric code used by the Client to validate his/her username and access the Service.
- viii) "SEBI" means the Securities & Exchange Board of India.
- ix) "Username" means an alphanumeric login identification used by the Client for accessing the Service.

1.2 In this Agreement, headings are used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision of this Agreement.

1.3 In this Agreement, unless the context otherwise requires, reference to the singular includes a reference to the plural and vice-versa, and reference to any gender includes a reference to all other genders.

1.4 In this Agreement, unless the context otherwise requires, references to Recitals and Clauses shall be deemed to be a reference to the recitals and clauses of this Agreement.

1.5 References to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law,

regulation, business requirement, specification, order or other provision made under it.

2. AGREEMENT TO PROVIDE AND AVAIL OF THE ITORS SERVICE:

The Stock Broker agrees to provide the Stock Broker's ITORS Service to the Client, and the Client agrees to avail of the Stock Broker's ITORS Service, on and subject to the terms and conditions of this Agreement, the Exchange Provisions and the terms of the Stock Broker's ITORS Web Site.

3. USER NAME AND PASSWORD:

3.1 The Client will be entitled to a username and password, which will enable him to access the Stock Broker's ITORS System for availing of the Service.

3.2 The Client is aware that the Stock Broker's ITORS System itself generates the initial password and that the Stock Broker is aware of the same. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the Stock Broker.

3.3 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 ITORS System using the Client's Username and/or Password whether or not such person was authorised to do so.

3.4 The Client shall immediately inform the Stock Broker of any unauthorised use of the Client's Username or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc.

3.5 The Client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorised use of his Username and/or Password by a third party and the risk of a person hacking into the Client's account on the Stock Broker's ITORS System and unauthorisedly routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/or Username and also for any and all acts done by any person through the Stock Broker's ITORS System on the Client's Username in any manner whatsoever.

3.6 The Client shall log off from the ITORS Service at any time the Client is not accessing or using the Service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall borne solely by the Client.

3.7 Without prejudice to the provisions of Clause 3.5, the Client shall immediately notify the Stock Broker in writing with full details if :

- i) he discovers or suspects unauthorised access through his Username, Password or account,
- ii) he notices discrepancies that might be attributable to unauthorised access,
- iii) he forgets his password or
- iv) he discovers a security flaw in the Stock Broker's ITORS System.

3.8 In any of the above events specified in Clause 3.7, 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 thereupon the Stock Broker shall cause the Stock Broker's ITORS System to discontinue the use of the Client's old Password and the Stock Broker's ITORS 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.

4. TRANSACTIONS AND SETTLEMENTS:

4.1 All orders for purchase, sale or other dealings in securities and other instructions routed through the Stock Broker's ITORS System via the Client's Username shall be deemed to have been given by the Client.

4.2 The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.

4.3 The Stock Broker may from time to time impose and vary limits on the orders which the Client can place through the Stock Broker's ITORS System (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that the Stock Broker may need to vary or reduce the limits or impose new limits urgently on the basis of the Stock Broker's risk perception and other factors

- considered relevant by the Stock Broker, and the Stock Broker may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that the Stock Broker shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the Stock Broker's ITORS System on account of any such variation, reduction or imposition of limits. The Client understands and agrees 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 Stock Broker.
- 4.4 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 ITORS System, 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.
- 4.5 The Client agrees 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.
- 4.6 In case of a market order, the Client agrees 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 ITORS System.
5. MARGIN:
- The Client agrees 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 agrees 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 Stock Broker 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 ITORS Service.
6. CANCELLATION REQUESTS
- 6.1 When the Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellation is received and the order is successfully cancelled before it is executed.
- 6.2 The Client shall not be entitled to presume an order as having been executed or canceled until a confirmation from the Stock Broker is received by the Client.
- 6.3 The Exchange may annul a trade suo-moto without giving a reason therefor. In the event of such annulment, the Stock Broker shall be entitled to cancel the relative contract(s) with the Client.
7. BROKERAGE, COMMISSIONS AND FEES
- 7.1 The Client agrees 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.
- 7.2 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.
8. CONFIRMATIONS
- Online confirmation will be available to the Client upon execution or cancellation of an order placed by him through the Stock Broker's ITORS System. This shall be followed by a confirmation, which may be sent by postal mail, electronic mail or other electronic means. It is the responsibility of the Client to review upon first receipt, whether delivered to him online, by postal mail, by electronic mail, or other electronic means, all confirmations of transactions or cancellations.
9. INVESTMENT ADVICE
- 9.1 The Client acknowledges that the Stock Broker shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment.
- 9.2 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.
- 9.3 The Client agrees 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.
- 9.4 The Client assumes full responsibility with respect to his investment decisions and transactions.
- 9.5 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.
10. SUPPLEMENTAL TO MAIN STOCK BROKER – CLIENT AGREEMENT:
- This Agreement is supplemental to, and does not supersede, the Main Stock Broker-Client Agreement. Save and except as modified expressly or by implication by this Agreement the Exchange Provisions or the terms of the Stock Broker's ITORS WebSite, the provisions of the Main Stock Broker-Client Agreement shall apply mutatis mutandis to the extent applicable to dealings between the Stock Broker and the Client pursuant to or otherwise relating to the Stock Broker's ITORS Service.
11. REPRESENTATIONS AND WARRANTIES OF CLIENT
- The Client represents and warrants to the Stock Broker that:
- 11.1 All the information provided and statements made in the Client's ITORS Account Application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the Client is aware that the Stock Broker has agreed to provide the Stock Broker's ITORS Service to the Client on the basis, inter alia, of the statements made in the Client's ITORS Account Application.
- 11.2 The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and the Stock Broker's ITORS Service may at any time be unavailable without further notice. The Stock Broker and the Exchange do not make any representation or warranty that the Stock Broker's ITORS Service will be available to the Client at all times without any interruption. The Client agrees that he 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 ITORS System or Service or the Exchange's service or systems for any reason whatsoever.
- 11.3 The Client has the required legal capacity to, and is authorised to, enter into this Agreement and is capable of performing his obligations and undertakings hereunder.
- 11.4 All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into pursuant to this Agreement with all applicable laws, shall be completed by the Client prior to such transaction being entered into.
- 11.5 The Client shall abide by the Exchange Provisions and the terms of the Stock Broker's ITORS WebSite in force from time to time.
- 11.6 Any instructions given by an authorised representative of the Client to the Stock Broker (or to the Stock Broker's representative) shall be binding on the Client.
12. REPRESENTATIONS AND WARRANTIES OF THE STOCK BROKER:
- The Stock Broker represents and warrants to the Client that :-
- The Stock Broker's ITORS System has been approved by the Exchange. Where the ITORS system has not been approved by the Exchange, the Stock Broker has applied/ proposes to apply to the Exchange to approve the said ITORS System and the Stock Broker will commence the Stock Broker's ITORS Service only after the Exchange has approved the Stock Broker's ITORS System.
13. MARKET DATA
- 13.1 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.
- 13.2 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.
14. NOTICES
- 14.1 Any notice or other communication to be given by any party to the other in connection with this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile

transmission or by prepaid registered post or by e-mail to the addressee at the address or (as the case may be), the e-mail or facsimile number (if any), of that party set opposite its name below:

To the Stock Broker at:

Name of the person concerned : The Compliance Officer
Address : Second Floor, Orchid Center
Sector 54, Gurgaon - 122002
Fax # : (0124) 3092400
E-mail : helpdesk@fullertonsecurities.co.in, compliance@fullertonsecurities.co.in

To the Client at:

Name of the person concerned :
Address :
Fax # :
e-mail :

or at such other address, facsimile number or e-mail address as the party to be served may have notified the other in accordance with the provisions of this Clause.

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

15. EXTRAORDINARY EVENTS

The Stock Broker and/or its agents will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond the Stock Broker's control.

16. AMENDMENT TO AGREEMENT

The Client understands and agrees that the Stock Broker may discontinue his ITORS Service in part or in its entirety and change the terms of the Service (including the terms on the Stock Broker's ITORS WebSite) at any time and from time to time, without prior notice.

17. TERMINATION OF AGREEMENT:

17.1 The Client agrees that the Stock Broker may at any time terminate this Agreement. The Client is aware and accepts that in view of the nature of the transactions and dealings involved in providing the Service it may not be possible for the Stock Broker to give advance notice of such termination or suspension to the Client.

17.2 The Client may at any time terminate this Agreement by not less than seven days notice to the Stock Broker, provided that unless the Stock Broker otherwise permits, the Client shall not be entitled to terminate this Agreement so long as any amount is payable or securities are deliverable by the Client to the Stock Broker.

17.3 The termination of this Agreement 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.

17.4 The provisions of Clauses 14, 20 and 21 of this Agreement shall survive the termination of this Agreement.

18. SEVERABILITY

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

19. WAIVER

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

20. LAW AND JURISDICTION

20.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of India and, subject to the provisions of Clause 21, the courts at Gurgaon, Haryana shall have jurisdiction over this Agreement and the arbitration proceedings in relation to the Agreement.

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

21. DISPUTE RESOLUTION

Any claim, dispute or difference arising between the Parties hereto in respect of this Agreement or any contracts, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this Agreement or the interpretation or construction of this Agreement shall be subject to the grievance redressal procedure of the Exchange and shall be subject to the arbitration procedure as prescribed by the Exchange Provisions.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Signed and delivered by
Client Name and Signature

[Signature box with 'F 5' stamp]

Signature
Client's Name

Please go through the risk disclosure document carefully before signing

Witness- Name and Signature

Signature

Name

Address

Stock Broker Official- Name and Signature
For Fullerton Securities and Wealth Advisors Ltd.

[Signature box]

Authorised Signatory
Name

Witness- Name and Signature

Signature

Name

Address

Authorisation Letter to maintain Running Account

Date _____/_____/20_____

Fullerton Securities and Wealth Advisors Ltd,
 Second Floor, Orchid Centre, Sector-54,
 Gurgaon - 122 002, Haryana, India

Reference : Trading Account (Client) Code : _____

Sub : Authorisation in respect of my/our client account in relation to purchase and sale of securities on the National Stock Exchange of India Limited ("NSEIL") and the Bombay Stock Exchange Limited ("BSE")

Dear Sir,

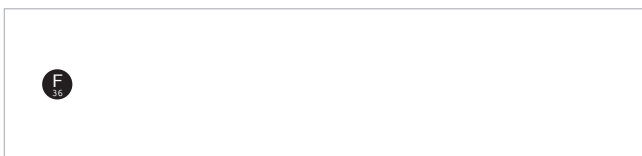
I/We am/are dealing in securities through you on the NSEIL and the BSE. I/we hereby authorise you for the ease of conducting/settling transactions in respect of my/our captioned account maintained with you pursuant to the Member Client Agreement (s) executed as under :-

1. I/We hereby authorize and give consent to you to do the actual settlements of funds and securities once in a calendar quarter. I/We may revoke this running account authorization at any point of time and the request for such revocation will be given to you in writing either from my/ our registered email ID with you or in writing through physical letter.
2. I/We am/are giving this authorization for one year from the date of the authorization letter and consent for the renewal of the Running account Authorisation will be given to you either from my/ our registered email ID with you or in writing through physical letter.
3. I/We hereby authorise you to maintain my/our captioned account with you on a running accounts basis i. e. you may instead of paying to me/us any amounts or securities representing settlement payouts, marked to market profits, retain, withhold, set-off and/or appropriate in such manner as you deem fit and release the funds and/or securities due to me/us on my/our specific request, either written or oral. This will facilitate me/us in my/our transactions with you.
4. At the end of the Calendar quarter/month (please strike off whichever not applicable), in case of outstanding obligations, I/we agree that you shall withhold requisite amount of funds and/or securities towards such obligations and also for meeting obligations for the next 5 trading days
5. You may at your discretion and with or without notice to me/us, set off any (a) Securities or money due to me/us, arising from trades executed on any exchange (any segment thereof) with the shortfall or additional requirements of Securities or money arising from trades executed on another exchange (any segment thereof), or (b) Securities or money due to me/us, arising from trades executed on a segment of an exchange with the shortfall or additional requirements of Securities or money arising from other trades executed whether on the same or any other segment of the same exchange.
6. I/We also agree that you may issue me/us contract note (s) either on scripwise average basis instead or trade wise basis
7. I/We hereby give my/our consent to you to Pledge/deposit my/our securities and/or funds whether deposited as collateral/margin or permitted by me/us to be retained in the running account by you with any bank or any other institution including but not limited to exchange (s)/clearing corporation/clearing house for the purposes of obtaining limits, credit facilities, bank guarantees and FDRs etc, or towards margin/collateral as also to meet any shortfall in my/our funds/securities pay in obligations/auctions or assignment of contracts or any other liability arising out of my/our dealings with you/through you. I/we authorise you to do all such acts, deeds and things may be necessary and expedient for placing such securities with the exchanges/banks/institutions as margin. You are further authorised to sell/liquidate these securities/FDRs at the time and manner of your choice, as and when deemed fit by you in your absolute discretion to meet any shortfall in my/our accounts or any other liability of mine/ours without any reference to me/us.
8. At the time of settling of funds and securities every quarter, you are requested to provide statement of accounts containing an extract from the client ledger for funds and an extract from the register of securities either electronically at my registered email ID with you or through physical hard copy. This statement shall also explain the retention of funds/securities and the details of the pledge. The discrepancy shall be brought to your notice within 7 days of receipt of the same.

Please treat this letter as a written ratification of directions/authorisations given and carried out by you earlier. I/we agree to indemnify you and keep you indemnified against all losses, damages and actions which you may suffer or face as a consequence of adhering to and carrying on my/our directions given above.

Thanking you.

Yours truly,



Client's Signature

(Client Name _____)

Authorisation cum Consent Letter

Voluntary

Date _____ / _____ / 20_____

Fullerton Securities and Wealth Advisors Ltd,
Second Floor, Orchid Centre, Sector-54,
Gurgaon - 122 002, Haryana, India

Reference : My Trading / Demat Account with you

Sub : Authorisation in respect of my/our client account in relation to purchase and sale of securities on the National Stock Exchange of India Limited ("NSEIL"), Bombay Stock Exchange Limited ("BSE") and Central Depository Services (India) Ltd. ("CDSL")

Dear Sir,

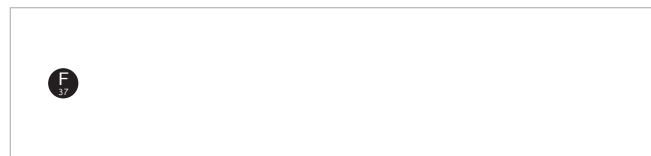
I/We am/are dealing in securities through you on the NSEIL, BSE and CDSL. Notwithstanding any-thing contrary contained in the Client Broker Agreement (s) thereto entered into between us, I/we hereby authorise you for the ease of conducting/ settling transactions in respect of my/our captioned account maintained with you pursuant to the said Client Broker Agreement (s) as under :-

1. I/we understand that, you may send me/us trade confirmations, contract notes, account statements ("communications") in such form and manner as you may deem fit, including without limitation electronically at the designated correspondence computer resource or e-mail or other electronic address provided by me/us. I/We agree that you shall not be required to provide any physical copies of such documents to me/us and I/we agree that such electronic mode of delivery shall be the sole mode of delivery of such documents. I/we hereby provide an "appropriate email account" to send the communications. Please take the aforesaid email account _____ on your record.
2. I/We understand that placing a request/order (including one that confirms, amends or revokes a previous transaction or request) with you does not guarantee execution of the said request/order and/or the revocation of a previous request and that you shall not be deemed to have received any electronically transmitted request until you have specifically confirmed the receipt of such request or at your sole discretion, act upon it.
3. I/We shall immediately by email and registered post (with acknowledgement due) or in such other manner as may be mutually agreed upon, notify you of :
 - i) Any failure by me/us to receive a message from you indicating that a request was received and executed, or any failure by me/us to receive an accurate confirmation of an execution of a request; or
 - ii) Any receipt by me/us of trade confirmations, contract notes, statements or other documents which I/we have an objection to or which contains any discrepancy or inaccuracy.
4. I/We ensure that the above email account is valid and active.
5. Further, if I/we experience any difficulty in opening or viewing any electronic communications, I/we shall promptly inform you, no later than 7 days from the receipt of such electronic communications. You may at my/our request send a duplicate copy of such electronic communications in such other form and manner as you may deem fit at my/our costs and consequences.
6. Further, all non statutory required communications including without limitation quarterly account statements may be sent by email or posted on your or any other website as notified by you from time to time,
7. I/We understand that it is my/our responsibility to review, upon first receipt whether delivered to me/us by mail, email or other electronic means, all Trade Confirmations, Contract Notes, statements, notices, contracts, bills and other communications. All information contained therein shall be binding upon me/us if I/we do not object, either in writing or through electronic mail within 7 days after any such document is sent to me/us and neither you nor any of your respective officers, directors, employees, agents, affiliates or subsidiaries shall have any responsibility or liability to me/us, or to any other person claiming through me/us, for any claims whatsoever. Further, if I/we settle any transactions, such action shall be construed as acceptance of the transaction and deemed delivery of the contract note.
8. I/we agree that any change in my Email ID will be communicated to the Broker in writing through a physical letter. As I/we am/are using the Internet Based Trading, any change in Email Id can also be communication to the Broker through secured access by using my specific user ID and password.
9. I/we authorise and give consent to debit the charges of the depository participant for the trades (Demat Account), incurred in the demat account maintained with your CDSL DP _____ and any other charges or dues to my/our account on a monthly basis.

Please treat this letter as a written ratification of directions/authorisations given and carried out by you earlier. I/we agree to indemnify you and keep you indemnified against all losses, damages and actions which you may suffer or face as a consequence of adhering to and carrying on my/our directions given above.

Thanking you.

Yours truly,



Client's Signature

(Client Name _____)

Authorisation cum Consent letter for Securities Trading through Wireless Technology

Date _____ / _____ / 20_____

Fullerton Securities and Wealth Advisors Ltd,
Second Floor, Orchid Centre, Sector-54,
Gurgaon - 122 002, Haryana, India

Reference : My/Our Trading Client Code _____

Subject: Authorisation cum consent to register my/ our client account for doing Securities Trading on the National Stock Exchange of India Ltd (NSE) and Bombay Stock Exchange Ltd (BSE) through Wireless Technology.


Dear Sir/ Madam,

1. I/We am/are registered as your client with above stated client code and have executed the Trading Member and Client Agreement and also the agreement for Internet based trading for the purpose of trading in the Capital Market segment and/or Futures & Options and/or segment and/or Currency Derivatives segment of National Stock Exchange of India Ltd and Bombay Stock Exchange of India Limited. (Exchange).
2. I/We am/are interested in carrying securities trading through use of wireless technology which shall include devices such as mobile phone, laptop with data card, etc using Internet Protocol (IP).
3. I / We understand that the terms and conditions applicable to Internet based trading will also be applicable to securities trading through use of wireless technology. I / We am /are made aware by you regarding all the possible risks, responsibilities and liabilities associated with securities trading using wireless technology.
4. My/Our mobile number for trading to be used by me/us is _____.
5. I/We confirm that I/we am/are registered for the Internet Trading facility with you. I/We also confirm that in case of loss of mobile, I/we immediately inform you on your registered call center numbers.
6. I/We also confirm that the mobile number provided to you is used by me/us and is in my/our name. I/We am/are enclosing the copy of latest mobile bill. I/We also confirm that in case of changing of my/our mobile number, I/we will inform the same in writing on modification letter with copy of new mobile bill to you.

7. I/We understand that you shall provide information with respect to the addresses of Internet web site /web page where detailed information would be available about securities trading done through the use of wireless technology.
8. I/We understand that you shall send the Order / Trade confirmation details on our existing E-mail id _____ (as stated in Account Opening Form) on execution of order/trade on the trading/NEAT/ BOLT system, as the case may be.
9. I/We agree that the information sent by you on our E-mail id would be deemed to be a valid delivery of such information by you. The aforesaid information regarding order and trade confirmation shall also be provided to me / us on the device used for securities trading through the use of wireless technology.
10. I/We am / are aware that authentication technologies and strict security measures are required for the securities trading using wireless technology through order routed system and undertake to ensure that our password is not revealed to any third party.
11. I/We therefore request you to enable me / us for carrying securities trading through use of wireless technology.
12. Please treat this letter as a written ratification of directions/ authorizations given and carried out by you earlier, I/We agree to indemnify you and keep you indemnified against all losses, damages and actions which you may suffer or face as a consequence of adhering to and carrying on my/our directions given above.

Thanking you.

Yours truly,



Client's Signature

(Client Name _____)

HUF Declaration cum letter

(Preferably on HUF letterhead)

Fullerton Securities and Wealth Advisors Ltd,
Second Floor, Orchid Centre, Sector-54,
Gurgaon - 122 002, Haryana, India

Re: Opening of a HUF Demat and Trading account.

Dear Sir,

We request you to open a Demat (Depository) with Central Depository Services (I) Ltd. (CDSL) and/ or Trading Account ("the Account") with National Stock Exchange of India Ltd. (NSE) for Cash Market, Futures & Operations segment and in Bombay Stock Exchange Ltd (BSE) for Cash segment in the name of "_____ HUF" for the purpose of dealing in shares, securities, derivatives and other financial & saving instruments through you. We state that we are the only members of the said Joint Hindu Family.

Mr. _____ is the Karta of the above said Hindu Undivided family (HUF) and is authorised to open and operate singly the trading and demat account with Fullerton Securities & Wealth Advisors Ltd (DP with CDSL and Member of NSE-CM and F&O and BSE-CM). in the name of the HUF for the purpose of making use of the broking, trading, depository and other services offered by you and sign all forms and documents on behalf of the HUF.

We confirm that the activities and business of the said HUF is carried on mainly by the said Karta as also by the other signatories hereto in the interest and for the benefit of the entire body or co-parceners of the HUF. We further confirm that the Karta is the authorised to sign on behalf of the HUF and has full and unrestricted authority to bind all members of the HUF however constituted from time to time.

We declare and state that the Karta is authorised to execute all deeds, documents, papers, agreements, power of attorney(ies), documents creating security, demand promissory notes, etc. in respect of the opening and operation of the account.

We understand that in case of a HUF a beneficiary account can be opened with Depository Participant by the Karta as per the current regulations. To facilitate the operation of the above Trading and Demat account with you and for the purpose of completing the obligations arising out of the same, we authorise you to effect transfers to and from the beneficiary account opened by the Karta in the name above said HUF. We also authorise Karta to execute such power of attorney(ies) (including but not limited to powers of attorney to operate any bank account of the HUF and any demat account opened for the HUF.

We request and authorise you to honour operations and instructions under the signature (s) of the Karta in respect of the account. We note that all online transaction request placed by clients are authenticated by a user-id & password and other security features. We authorise you to allot such user id, password etc to the above Karta on behalf of the HUF. We, the undersigned members of the HUF, undertake to bind not only the present members of the said HUF (both adult & minors) but also all future members thereof (both adults & minors) and all persons entitled to a share therein and ourselves personally and our respective interest in the HUF properties as well as our separate estates towards discharge of our obligations to you arising out of the transactions done in the said trading account.

We also undertake that any and all claims due to you from the said HUF shall be recoverable personally from all or any of us and also from the entire family properties of the HUF of which the first signatory is Karta, including the share of the minor co-parceners.

We hereby undertake to inform you of the death or birth of co-parceners or of any change occurring at any time in the membership of the HUF during the subsistence of the account.

We confirm to have read and understood the terms and conditions applicable to the account and relating thereto and shall always be bound by and abide with them and their amendments from time to time.

Yours Faithfully,

HUF Name : _____

Signature of Karta: _____

Date : _____

(with HUF stamp)

(To be signed by all members including female members of the HUF, names should be suffixed with details like s/o, d/o, w/o, as the case may be, with address where address is different from HUF address. Minor's name (and date of birth) to be mentioned like "A" (minor) through "B" (natural guardian)

Adult Co-Parceners

Name	Son/ Daughter/ Wife of	Male/ Female	Date of Birth	Relationship with Karta	Address	Signature

Minor Co-Parceners

Name of minor and his/ her natural guardian	Son/ Daughter of	Male/ Female	Date of Birth	Relationship with Karta	Address	Signature of the Guardian

BSE STAR MF

(Letter to be provided by the investor to MF)

Date _____ / _____ / 20_____

Fullerton Securities and Wealth Advisors Ltd,
 Second Floor, Orchid Centre, Sector-54,
 Gurgaon - 122 002, Haryana, India

Subject: BSE STAR MF

Dear Sir,

I/ We _____ am/ are registered as your client with client code no. _____ and have executed the Member Client Agreement for the purpose of trading in Capital Market segment in Bombay Stock Exchange (BSE).

I/We am/are interested in availing the trading facility of BSE for the purpose of dealing in the units of Mutual Funds Schemes permitted to be dealt with on the BSE STAR MF.

For the purpose of availing this facility, I/we state that Know Your Client details as submitted by me/us for the stock broking may be considered for the purpose of BSE STAR MF and I/we further confirm that the details contained in same remain unchanged as on date.

I/We are willing to abide by the terms and conditions as mentioned in the Circular dated December 2, 2009 and as may be specified by BSE from time to time in this regard.

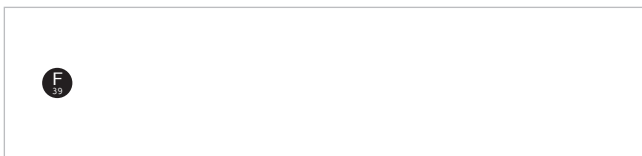
I/We shall ensure also compliance with the requirements as may be specified from time to time by Securities and Exchange Board of India (SEBI) and Association of Mutual Funds of India (AMFI).

I/We shall read and understood the contents of the Scheme Information Document and Key Information Memorandum, addenda issued regarding each Mutual Funds Schemes with respect to which I/we choose to subscribe/ redeem.

I/We further agree to abide by the terms and conditions, rules and regulations of the Mutual Fund Schemes. I/We therefore request you to register me/us as your client for participating in BSE STAR MF.

Thanking you.

Yours truly,



Client's Signature

(Client Name _____)

NSE-MFSS Facility

(Letter to be provided by the investor to the Participant)

Date _____ / _____ / 20_____

Fullerton Securities and Wealth Advisors Ltd,
Second Floor, Orchid Centre, Sector-54,
Gurgaon - 122 002, Haryana, India

Subject: Mutual Fund Service System (MFSS) facility

Dear Sir,

I/ We _____
am/are registered as your client with client code no. _____
and have executed the Member Client Agreement for the purpose of trading in
Capital Market segment in National Stock Exchange of India Limited (NSE).

I/We am/are interested in availing the MFSS facility of NSE for the purpose
of dealing in the units of Mutual Funds Schemes permitted to be dealt with on
MFSS of NSE.

For the purpose of availing the MFSS facility, I/we state that Know Your
Client details as submitted by me/us for the stock broking may be considered
for the purpose of MFSS and I/we further confirm that the details contained
in same remain unchanged as on date.

I/We are willing to abide by the terms and conditions as mentioned in the
Circular dated November 24, 2009 and as may be specified by NSE from
time to time in this regard.

I/We shall ensure also compliance with the requirements as may be specified
from time to time by Securities and Exchange Board of India (SEBI) and
Association of Mutual Funds of India (AMFI).

I/We shall read and understood the contents of the Scheme Information
Document and Key Information Memorandum, addenda issued regarding each
Mutual Funds Schemes with respect to which I/we choose to subscribe/
redeem.

I/We further agree to abide by the terms and conditions, rules and
regulations of the Mutual Fund Schemes. I/We therefore request you to
register me/us as your client for participating in MFSS facility.

Thanking you.

Yours truly,



Client's Signature

(Client Name _____)

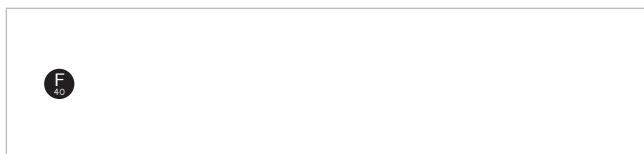
Details of the terms & condition for the investor / client for using new MFSS facility

1. Prerequisites for becoming Investor / client for using new MFSS facility.

- | | |
|--|--|
| <p>1.1 The client who is desirous of investing in units of mutual fund schemes through the new MFSS.</p> <p>1.2 The client intends to execute his instruction for the subscription/ redemption of units of Mutual Fund Schemes through the participant of New MFSS.</p> <p>1.3 The client has satisfied itself of the capacity of the participant to deal in Mutual Fund units and wishes to execute its instruction through the</p> | <p>participant and the client shall from time to time continue to satisfy itself of such capability of the Participant before executing transacting through the Participant.</p> <p>1.4 The client has approached to the Participant with the application for availing the New MFSS facility.</p> <p>1.5 The client has submitted relevant KYC (Know your client) details to the Participants.</p> |
|--|--|

2. Terms and conditions

- | | |
|---|--|
| <p>2.1 The client shall be bound by circulars issued by NSEIL, Rules, Regulations and circulars issued there under by SEBI and relevant notification of Government authorities as may be in force from time to time.</p> <p>2.2 The client shall notify the Participant in writing if there is any change in the formation in the "client registration form" provided by the client to the Participant at the time registering as a client for participating in the New MFSS or at my time thereafter.</p> <p>2.3 The client shall submit to the Participant a completed application form in the manner prescribed format for the purpose of placing a subscription order with the Participant.</p> <p>2.4 The client has read and understood the risks involved in investing in the Mutual Fund Schemes.</p> <p>2.5 The client shall be wholly responsible for all his investment decisions and instruction.</p> | <p>2.6 The client shall ensure continuous compliance with the requirements for the NSEIL, SEBI and AMFI.</p> <p>2.7 The client shall pay to the participant fees and statutory levies as are prevailing from time to time and as they apply to the client's account, transaction and to the services that Participant renders to the client.</p> <p>2.8 The client will furnish information to the Participant in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passes against him or if any litigation which may have material bearing on his capacity has been filed against him.</p> <p>2.9 In the event of non-performance of the obligation by the Participant, the client is not entitled to claim any compensation either form the Investor Protection Fund or from any fund of NSEIL or NSCCL.</p> <p>2.10 In case of any dispute between the Participants and the investors arising out of the MFSS facility, NSEIL and or NSCCL agrees to extend the necessary support for the speedy redressal of the disputes.</p> |
|---|--|



Client's Signature

(Client Name _____)

Occupation[^]: Service Central Govt. State Govt. Public / Pvt. Sector NGO Statutory Body
 Professional Business Student Retired Housewife Others _____

Nature of Business[^]: (Products / Services provided _____)

Guardian[^]: Mr Mrs Ms. Dr
 (if any holder is a Minor) F I R S T _____ M I D D L E _____ L A S T _____

Guardian's relationship with applicant[^]: Parent Sibling Grandparent Others (specify) _____

Father/Husband's name[^]: _____

Date of birth[^]: D D M M Y Y Y Y PAN No.: _____ Nationality: _____

Permanent Address[^]: H O U S E # / B L D G N A M E _____
 S T R E E T _____ L O C A L I T Y _____

City _____ State _____ PIN _____

Tel No _____ S T D _____ Fax No _____

Mobile[^] _____ Country: _____

Email ID[^]: _____ Gender[^]: _____ MAPIN: _____

SOLE/FIRST HOLDER'S BANK ACCOUNT DETAILS[^] (DIVIDEND BANK DETAILS) Proof Required

Customer ID _____ Account No. _____

Account Type Savings Current NRE NRO

Bank Name _____ Branch _____

Address _____

City _____ State _____ Country _____ PIN _____

9-digit Code Number of Bank & Branch appearing on the MICR Cheque issued by Bank _____

INSTRUCTIONS / ADDITIONAL DETAILS[^]

- I / We authorize you to receive credits automatically into my / our account Yes No
- Account to be operated through Power of Attorney (PoA) Yes No
- Want to have Inter Depository booklet for Inter Depository Transfer (For Depository accounts only) Yes No
- Want to receive Dividend / interest into my bank A/c given above through ECS. Yes No
- I / We require SMS Alert facility Yes No
 If Yes, Mobile No. _____
- Account Statement Required:
 Daily Weekly Fortnightly Monthly
- Account Statement to be sent:
 Electronically Physically

Details of Karta (For HUF clients) : (Proof required)

Name of Karta[^] _____

PAN of Karta[^] _____ D.O.B of Karta D D M M Y Y Y Y

Father's Name of Karta[^] _____

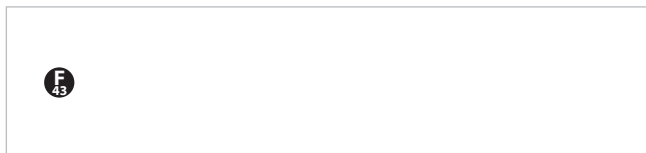
Bank Name	Branch Address	Account No.	Account type

Sole / First Holder / Karta of HUF	Second Joint Holder	Third Joint Holder	Guardian
Affix latest photograph and sign it across (half on, half off)	Affix latest photograph and sign it across (half on, half off)	Affix latest photograph and sign it across (half on, half off)	Affix latest guardian photograph, in case any holder/ nominee is a minor and sign it across (half on, half off)

[^] Mandatory field. (Mandatory field for second / third holder, if applicable).

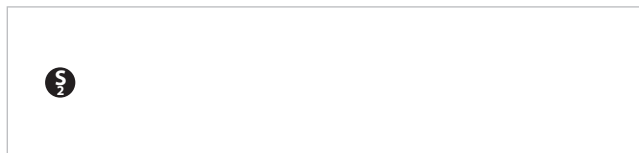
DECLARATION: I/We have read the terms & conditions DP-BO agreement and agree to abide by and be bound by the same and by the Bye Laws as are in force from time to time. I / We declare that the particulars given by me/us above are true and to the best of my/our knowledge as on the date of making this application. I/We agree and undertake to intimate the DP any change(s) in the details / Particulars mentioned by me / us in this form. I/We further agree that any false / misleading information given by me / us or suppression of any material information will render my account liable for termination and suitable action.

Sole / First Holder/Karta with HUF Stamp

A rectangular box containing a circular stamp with the letter 'F' and the number '45' below it.

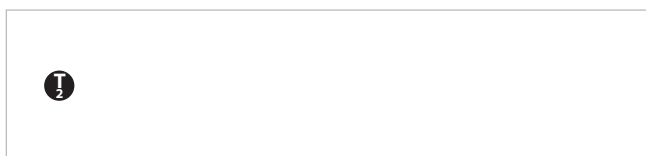
Name _____

Second Joint Holder Signature

A rectangular box containing a circular stamp with the letter 'S' and the number '2' below it.

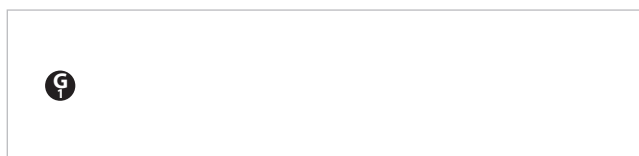
Name _____

Third Joint Holder Signature

A rectangular box containing a circular stamp with the letter 'J' and the number '3' below it.

Name _____

Guardian Signature (in case of Minor)

A rectangular box containing a circular stamp with the letter 'G' and the number '1' below it.

Name _____

Depository Participant And Beneficial Owner (s) Agreement

This Agreement made and entered at Gurgaon as on _____ / _____ / 20____ between Fullerton Securities and Wealth Advisor Ltd. having its registered office at Second Floor, Orchid Centre, Sector-54, Gurgaon - 122 002, Haryana, India, depository participant hereinafter called as "the Participant" of the First Part

AND

1) _____, having
his/her/its residential address at _____

(First Holder)

2) 1) _____, having
his/her/its residential address at _____

(Second Joint Holder)

1) _____, having
his/her/its residential address at _____

(Third Joint Holder)

Hereinafter called "the Beneficial Owner" of the Other Part;

WHEREAS the Beneficial Owner is desirous of opening a beneficial owner's account with the Participant and the Participant has agreed to open an account in name of the Beneficial Owner and render services to the Beneficial Owner as a participant, on the terms and conditions recorded herein below:

Now this agreement witnesseth and it is hereby agreed by and between the parties hereto as follows:

- 1) **General Clause**– The Parties hereto agree to abide by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996, Bye Laws and Operating Instructions issued by CDSL from time to time in the same manner and to the same extent as if the same were set out herein and formed part of this Agreement.
- 2) **Fees, Charges and Deposits**– The Participant shall be entitled to charge or revise the fees, charges or deposits from time to time provided however that no increase therein shall be effected by the Participant unless the Participant shall have given at least one month's notice in writing to the Beneficial Owner in that behalf. In case the Beneficial Owner committing a default in the payment of any such amount payable to the Participant on their respective due dates or within fifteen days of the same being demanded (where no such due date is specified). The participant shall be entitled to charge interest on the amount remaining outstanding or unpaid (not exceeding 18%) per month or part thereof. On such continued default, the participant after giving two days notice to the beneficial owner shall have a right to stop processing of instructions of beneficial owners till such time he makes the payment along with interest if any.
- 3) **Statement of Account**–
 - i) The Participant shall furnish to the Beneficial Owner a statement of his/its account at the end of every month if there has been even a single entry or transaction during that month, and in any event once at the end of each 1 (quarter). The statement of accounts to be provided to the Beneficial Owner under this Agreement shall be in the form specified in Operating Instructions or as communicated by CDSL from time to time. The Participant shall furnish such statements at such shorter periods as may be required by the Beneficial Owner on payment of such charges by the Beneficial Owner as may be specified by the Participant.
 - ii) It is agreed that if a Participant is providing the services of issuing the statement of accounts in an electronic mode and if the Beneficial Owner is desirous of availing such services from the Participant, then the Participant will furnish to the Beneficial Owner the statement of accounts under its digital signature, as governed under the Information Technology Act, 2000. Provided however that in the event of the Beneficial Owner requiring a physical copy of the statement of accounts, despite receiving the same in the electronic mode, then irrespective of having forwarded the same via electronic mode, the Participant shall be obliged to provide a physical copy thereof to the Beneficial Owner.
 - iii) It is agreed and understood between the parties that if the Participant does not have the facility of providing the statement of account in the electronic mode, then the Participant shall be obliged to forward the statement of account only in physical form.
- 4) **Beneficial Owner shall intimate change of particulars**– The Participant shall not be responsible for any loss that may be caused to the Beneficial Owner by reason of his/its failure to intimate change in the particulars furnished to the Participant from time to time, unless notified by the Beneficial Owner.
- 5) **Depository not liable for claims against Beneficial Owner**– CDSL shall not be liable to the Beneficial Owner in any manner towards losses, liabilities and/or expenses arising from the claims of third parties or for any fees, charges, taxes, duties, levies or penalties levied, imposed or demanded by any Central, State, statutory or revenue authority in respect of securities credited to the Beneficial Owner's account.
- 6) **Authorized Representative**– Where the Beneficial Owner is a body corporate or a legal entity, it shall, simultaneously with execution of the Agreement furnish to the Participant, a list of officials authorized by it, who shall represent and interact on its behalf with the Participant. Any change in such list including additions, deletions or alternations thereto shall be forthwith communicated to the Participant.
- 7) **Closure of Account**– The Beneficial Owner may at any time terminate this agreement by calling upon the participant to close his/its account with the


participant in the manner and on the terms and conditions set out in the Bye Laws and the procedure laid down in the Operating Instructions. In the event of termination of this Agreement the Beneficial Owner shall either get the securities transferred to some other account or get the same rematerialized.

- 8) **Stamp Duty**– Any stamp duty (including interest or penalty levied thereon) payable on the Agreement and/or any deed, document or writing executed in pursuance hereof between the parties hereto shall be borne and paid by the Beneficial Owner.
- 9) **Force Majeure**– Notwithstanding anything contained herein or in the Bye Laws, neither party hereto shall be liable to indemnify or compensate the other for any breach, non-performance or delay in performance of any obligations under the Agreement or for any harm, loss, damage or injury caused to the other due to causes reasonably beyond its control including but not limited to tide, storm, cyclone, flood, lighting, earthquake, fire, blast, explosion, or any other act of God, war, rebellion, revolution, insurrection, embargo or sanction, blockade, riot, civil commotion, labour action or unrest including strike, lock-out or boycott, interruption or failure of any utility services, enemy action, criminal conspiracy, act of terrorism or vandalism, sabotage, or intrusion, or any other irresistible force or compulsion.
- 10) **Service of Notice**– Any Notice or Communication required to be given under the Agreement shall not be binding unless the same is in writing and shall have been served by delivering the same at the address set out hereinabove against a written acknowledgement of receipt thereof or by sending the same by pre-paid registered post at the aforesaid address or transmitting the same by facsimile transmission, electronic mail or electronic data transfer at number or address that shall be deemed to be given at the commencement of business of the recipient of the notice on the third working day next following its posting. Notice sent by facsimile transmission, electronic mail or electronic data transfer shall be deemed to be given at the time of its actual transmission.
- 11) **Arbitration**– The parties hereto shall, in respect of all disputes and differences that may arise between them, abide by the provision relating to arbitration and conciliation Specified under the Bye Laws.
- 12) **Jurisdiction**– The parties hereto agree to submit to the exclusive jurisdiction of the courts in Gurgaon hereinabove mentioned.
- 13) **Governing Law**– The Agreement shall be governed by and construed in accordance with the laws in force in India.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands/seals to this Agreement in duplicate on the day, month, year and place first hereinabove mentioned.

Signed & Delivered by the within named beneficial owner (s)

Sole/First Holder Name




Name _____ Signature _____

Second Joint Holder Name



Name _____ Signature _____

Third Joint Holder Name



Name _____ Signature _____

For and on behalf of Fullerton Securities and Wealth Advisors Ltd

Authorised Signatory

Name _____
Designation _____

Witness (1)

Signature _____
Name _____
Address _____

Witness (2)

Signature _____
Name _____
Address _____

Terms And Conditions-cum-Registration Form for receiving SMS Alerts from CDSL



Reference No. _____

DPID : Client ID **Definitions:**

In these Terms and Conditions the terms shall have following meaning unless indicated otherwise:

- "Depository" means Central Depository Services (India) Limited a company incorporated in India under the Companies Act 1956 and having its registered office at 17th Floor, P.J. Towers, Dalal Street, Fort, Mumbai 400001 and all its branch offices and includes its successors and assigns.
- 'DP' means Depository Participant of CDSL. The term covers all types of DPs who are allowed to open demat accounts for investors.
- 'BO' means an entity that has opened a demat account with the depository. The term covers all types of demat accounts, which can be opened with a depository as specified by the depository from time to time.
- SMS means "Short Messaging Service"
- "Alerts" means a customized SMS sent to the BO over the said mobile phone number.
- "Service Provider" means a cellular service provider(s) with whom the depository has entered / will be entering into an arrangement for providing the SMS alerts to the BO.
- "Service" means the service of providing SMS alerts to the BO on best effort basis as per these terms and conditions.

Availability:

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

Receiving Alerts:

- The depository shall send the alerts to the mobile phone number provided by the BO while registering for the service or to any such number replaced and informed by the BO from time to time. Upon such registration / change, the depository shall make every effort to update the change in mobile number within a reasonable period of time. The depository shall not be responsible for any event of delay or loss of message in this regard.
- The BO acknowledges that the alerts will be received only if the mobile phone is in 'ON' and in a mode to receive the SMS. If the mobile phone is in 'Off' mode i.e. unable to receive the alerts then the BO may not get / get after delay any alerts sent during such period.
- The BO also acknowledges that the readability, accuracy and timeliness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. The depository shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
- The BO further acknowledges that the service provided to him is an additional facility provided for his convenience and is susceptible to error, omission and/ or inaccuracy. In case the BO observes any error in the information provided in the alert, the BO shall inform the depository and/ or the DP immediately in writing and the depository will make best possible efforts to rectify the error as early as possible. The BO shall not hold the depository liable for any loss, damages, etc. that may be incurred/ suffered by the BO on account of opting to avail SMS alerts facility.
- The BO authorizes the depository to send any message such as promotional, greeting or any other message that the depository may consider appropriate, to the BO. The BO agrees to an ongoing confirmation for use of name, email address and mobile number for marketing offers between CDSL and any other entity.

- The BO agrees to inform the depository and DP in writing of any unauthorized debit to his BO account/ unauthorized transfer of securities from his BO account, immediately, which may come to his knowledge on receiving SMS alerts. The BO may send an email to CDSL at complaints@cdslindia.com. The BO is advised not to inform the service provider about any such unauthorized debit to/ transfer of securities from his BO account by sending a SMS back to the service provider as there is no reverse communication between the service provider and the depository.
- The information sent as an alert on the mobile phone number shall be deemed to have been received by the BO and the depository shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert.
- The depository will make best efforts to provide the service. The BO cannot hold the depository liable for non-availability of the service in any manner whatsoever.
- If the BO finds that the information such as mobile number etc., has been changed with out proper authorization, the BO should immediately inform the DP in writing.

Fees:

Depository reserves the right to charge such fees from time to time as it deems fit for providing this service to the BO.

Disclaimer:

The depository shall make reasonable efforts to ensure that the BO's personal information is kept confidential. The depository does not warrant the confidentiality or security of the SMS alerts transmitted through a service provider. Further, the depository makes no warranty or representation of any kind in relation to the system and the network or their function or their performance or for any loss or damage whenever and howsoever suffered or incurred by the BO or by any person resulting from or in connection with availing of SMS alerts facility. The Depository gives no warranty with respect to the quality of the service provided by the service provider. The Depository will not be liable for any unauthorized use or access to the information and/ or SMS alert sent on the mobile phone number of the BO or for fraudulent, duplicate or erroneous use/ misuse of such information by any third person.

Liability and Indemnity:

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

Amendments:

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

Governing Law and Jurisdiction:

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

I/We wish to avail the SMS Alerts facility provided by the depository on my/our mobile number provided in the registration form subject to the terms and conditions mentioned below. **I/ We consent to CDSL providing to the service provider such information pertaining to account/transactions in my/our account as is necessary for the purposes of generating SMS Alerts by service provider, to be sent to the said mobile number.**

I/We have read and understood the terms and conditions mentioned above and agree to abide by them and any amendments thereto made by the depository from time to time. I/ we further undertake to pay fee/ charges as may be levied by the depository from time to time.

I/ We further understand that the SMS alerts would be sent for a maximum four ISINs at a time. If more than four debits take place, the BOs would be required to take up the matter with their DP.

I/We am/ are aware that mere acceptance of the registration form does not imply in any way that the request has been accepted by the depository for providing the service.

I/We provide the following information for the purpose of **REGISTRATION**.

Mobile Number on which messages are to be sent+91 (Please write only the mobile number without prefixing country code or zero)

The mobile number is registered in the name of: _____

Email ID: _____

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

Signature of Sole / First holder

Name: _____

Signature of Second Joint holder

Name: _____

Signature of Third Joint holder

Name: _____

Place : _____

Date :

POWER OF ATTORNEY

This Power of Attorney ("Power of Attorney") given on the ____ / ____ / 20 ____ by

The person (s) specified in **Schedule A** hereinafter referred to as the "**Demat Account Holder (s)**" or I/We as the "**DONORS**"

To

Fullerton Securities & Wealth Advisors India Limited, a company, incorporated under the provisions of the Companies Act, 1956, having its registered office at Second Floor, Orchid Centre, Sector-54, Gurgaon - 122 002, Haryana, India, hereinafter interchangeably referred to as "**the Attorney or Stock Broker or FSWA**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors) as their **ATTORNEYS**.

WHEREAS:

- The client has opened/shall open broking account (s) with the Stock Broker for dealing in Securities and availing other Services as may be availed by the Client in future;
- The Demat Account Holders hold security account/s with the depository participant ("**the DP**") details whereof are mentioned in the **Schedule B** hereunder under the title "**Demat Account Details**";
- The Client is also the first holder/sole holder of the Demat Account;
- The Demat Account Holder (s) are collectively referred to as the "**Joint Account Holders**";
- The Client has also signed the account opening form of the Attorney for stock broking services along with various agreements ("**Agreements**") stipulated therein, the provisions of which will be deemed to be incorporated herein;
- To facilitate proper execution of the Client's transactions under the Agreement (s) and for availing the Services under the Agreements, the Client (which in case of a partnership firm shall be deemed also to include the partners who have opened/shall be opening the Demat Account with the Depository Participant; in case of a trust shall also be deemed to include the trustees who have opened/shall be opening the Demat Account with the Depository Participant) is required to grant a Power of Attorney in favour of FSWA the Attorney for the purpose of executing instructions, orders or requests and/or handling obligations in respect of transactions;

NOW KNOW YE ALL MEN AND THESE PRESENTS WITNESSETH:**I. DEFINITIONS:**

All capitalized terms used herein but not defined shall have the same meaning as assigned to them in the Agreements.

- "**Client**" means the persons set out in **Schedule C** hereto.
- "**Securities**" includes :-
 - "Securities" as defined under the Securities Contracts (Regulation) Act, 1956;
 - shares, scrips, stocks, bonds, warrants, convertible and non-convertible debentures, fixed return investments, equity linked instruments, negotiable instruments (to the extent permitted by the Regulation), deposits, money market instruments, commercial paper, trade bills, treasury bills, certificates of deposit, units issued by the Unit Trust of India and/or by any mutual funds, mortgage backed or other asset backed securities, derivatives, derivative instruments, options, futures, foreign currency commitments, hedges, swaps and any other securities issued by any company or other body corporate, any trust, any entity, the Central Government, any State Government or any local or statutory authority and all money rights or property that may at any time be offered or accrue (whether by rights, bonus, redemption, preference, option or otherwise) and whether in physical or dematerialised form in respect of any of the foregoing or evidencing or representing rights or interest therein; and
 - Any other instruments or investments (including borrowing or lending of securities) as may be permitted by applicable law from time to time.
- "**Demat Account**" means one or more depository account opened or assigned for the purpose of availing Services pursuant to the Agreements and such account shall hold securities placed by the Client as Margin/Pay in. Details of which are mentioned in Schedule D hereto;

II. POWER OF ATTORNEY

I/We, the client (which term shall include his/her joint holders specified in the Schedules below) do hereby authorize/nominate/appoint the Attorney for the purpose hereof, acting through any of its offices or employees or any sub-agents or delegates, to be our true and lawful agent and attorney for us and on our behalf and in our name from time to time to do and exercise or cause to be done and exercised all or any of the following acts, powers and authorities, for the ease of conducting/settling transactions and meeting my/our obligations ensuing from such transactions which have been executed by the Attorney, being a Stock Broker of stock exchanges on my behalf:

- To operate the Demat Account in my/our name to facilitate transactions in Securities executed/arranged by/through FSWA as a stock broker or as a DP or as a distributor/agent on my/our behalf to do the following:
 - Transfer of securities held in the client's beneficial owner demat account(s) towards stock exchange related margin / delivery obligations arising out of trades executed by the Client on the stock exchange through FSWA.
 - Pledge the securities in favour of FSWA for the limited purpose of meeting the margin requirements of the client in connection with the trades executed by the client on the stock exchange through FSWA.;

- To apply for various products like mutual funds, Public Issues (shares as well as debentures), rights, offer of shares, tendering shares in open offers etc. pursuant to the instructions of the Client(s).

For the above limited purpose a) block and/or hold on the Demat Account (s) or all or any of the Securities therein including in the internal systems of the DP. To close a pledge of Securities made in favour of FSWA when required;

- To transfer Securities from my/our Demat Account to the pool account/margin account(s) of FSWA to effect delivery of the Securities sold
Indicative list of FSWA demat accounts are given as schedule B
- To sign, deliver and/or acknowledge all instructions, forms, transfer deeds, depository forms and instruments, slips, receipts and other instruments and writings which are required, necessary or advisable for performing all or any of the powers or authorities hereby conferred;
- To sign and endorse all such application forms, transfer deeds, depository forms, negotiable and other instruments, contracts and other writings and do all such acts as may be required for all or any of the above purposes or otherwise in connection with any transaction effected or entered into or proposed to be effected or entered into by FSWA pursuant to the Agreements;
- To collect, receive and give good and effectual receipts for any Securities or other documents or items deliverable to the Client;
- To submit information to any government, regulatory or statutory authorities and complete, sign and submit any applications or documents for any approvals or for any other reason whatsoever that may be necessary or desirable to perform any of the acts listed in this Power of Attorney;
- to withdraw / transfer funds from my / account maintained with FSWA or in any other manner acceptable to FSWA such as over the telephone, through the internet, electronically and that such instructions shall be admissible in evidence and shall be conclusive and binding upon me/us.

III. Instructions to the Depository Participant

- The Client authorizes the DP to honour the instructions received from FSWA pursuant to this Power of Attorney.
- Where the Client is a company/body corporate, in the event of winding up or liquidation of the Client, administrators, liquidator, and successors of the Client shall forthwith inform FSWA of the same in writing. The Power of Attorney, instructions and agreements contained herein shall not be revoked but shall continue to subsist and bind liquidator and successors of the Client, and FSWA both in the capacity of a broker and the DP shall be entitled to continue to act on the basis hereof.
- Where the Client is a partnership firm, in the event of death, disability, winding up or liquidation of any partners holding the Demat Account, the surviving partners holding the Demat Account and/or the legal heirs, executors, administrators, of the said partner who has died or been disabled, dissolved, wound up or liquidated shall forthwith inform FSWA of the same in writing. Power of Attorney, instructions and agreements contained herein shall not be revoked as regards such partners holding the Demat Account on account thereof but shall continue to subsist and bind (and shall be deemed to have been given by) legal heirs, executors and administrators, of such partner, and FSWA both in the capacity of a broker and the DP shall be entitled to continue to act on the basis hereof. In event of any reconstitution of Client or any proposed dissolution of the Client, none of the retiring partners or exiting partner would be absolved from any responsibility under provisions of this Power of Attorney.
- Where the Client is a Trust, in the event of death, disability, of the trustees, the surviving trustees holding the Demat Account and/or in case of winding up or liquidation of the Trust/Client, provisional liquidator, official liquidator shall forthwith inform FSWA of the same in writing. The Power of Attorney, instructions and agreements contained herein shall not be revoked but shall continue to subsist and bind the Client, liquidator of the Client; and FSWA both in the capacity of a broker and the DP shall be entitled to continue to act on the basis hereof. In case of revocation or completion of the purposes of the Trust, the trustees forthwith shall inform FSWA of the same in writing. The Power of Attorney, instructions and agreements shall continue to subsist and bind the trustees and the beneficiaries.
- Where the Client is a Hindu Undivided Family, in the event of death, disability of the Karta or any member of the coparcenary, the surviving members of the coparcenary shall forthwith inform FSWA of the same in writing. The Power of Attorney, instructions and agreements contained herein shall not be revoked but shall continue to subsist and bind (and shall be deemed to have been given by) the remaining members of the coparcenary, and FSWA both in the capacity of a broker and the DP shall be entitled to continue to act on the basis hereof. In the event the HUF is partitioned in whole or in part, none of FSWAs of the coparcenary would be absolved from any responsibility under the provisions of this Power of Attorney.
- Upon the occurrence of any of the events set out in sub clause (c) to (f) above, the administrators, successors and liquidators of the Client shall be obliged to execute fresh power of attorneys, instructions and/or agreements in favour of FSWA/DP if so required.
- In the event of any overriding instructions of the depository or any court of law resulting in any unavailability of Securities, FSWA/DP shall not be obliged to perform any instructions. Provided that if free and clear Securities are available with the DP even after performance of such overriding instruction, the DP shall be entitled to appropriate the Securities on a "first block" basis. "First block" basis would mean that priority would be given amongst various Securities traders/brokers on the basis of the timing and the date of the blocking. The person in whose favour the first block is created would be given the first priority in terms of delivery of such free and clear securities.

- h) Due to the systems used for executing instructions there could be consequent delay of one business day (in the normal course) or more number of business days (for reasons beyond the control of FSWA in the capacity of the DP) from the date of receipt of the instructions to the actual execution of the instructions on the systems of the relevant depository and hence instructions will be provided well in advance in order to enable timely delivery.
- AND GENERALLY to do, perform and execute all such other acts, deeds, instruments, matters and things on our behalf as the said attorney may think fit in accordance with the Agreement (s) entered into/to be entered into between me/us and FSWA and about this premises as fully and effectually and to all intents and purposes as I/we ourselves could do if I/we were personally present AND for the further, better and more effectually doing, effecting, executing and performing the several matters and things aforesaid AND I/we hereby ratify and confirm and agree and undertake to ratify and confirm whatsoever the said attorney shall lawfully do or cause to be done by virtue of these presents.
- IV. I/ We authorize FSWA to share a copy of this Power of Attorney with my DP. The DP accordingly is authorized and consented to follow the instructions of my/our said Attorney with respect to the powers set forth with respect to my/our Demat Account and I/we hereby ratify and confirm any and all transactions, trades or dealings effected in and for my/our above mentioned accounts by our Attorney.
- V. The details of the Securities Account may not be available with me/us at the time of execution of this Power of Attorney. I/We agree that upon receipt of the said Demat Account details, the same will be intimated by me/us or by my/our DP, to the Attorney. I hereby authorize the Attorney, that upon receipt of my Securities Account details either from me/us or from my/our DP, FSWA may fill up such details in Schedule B to this Power of Attorney. I/We are affixing my/our signatures against Schedule B as a token of my/our consent and acknowledgement of our intention.
- VI. This Power of Attorney and authorization is in addition to (and in no way limits or restricts) any and all rights which FSWA may have under any other agreement or agreements between FSWA and me/us, and shall inure and continue in favour of FSWA, its successors (by merger, consolidation or otherwise).
- VII. I/We understand that FSWA has the power to add/delete names of authorized employees.
- VIII. FSWA would return to the client, the securities or fund that may have been received by it erroneously or those securities or fund that it was not entitled to receive from the client
- IX. I/We authorize FSWA to send me/us the consolidated summary of my/our scrip-wise buy and sell positions taken with average rates by way of SMS / email on a daily basis, notwithstanding any other document to be disseminated as specified by SEBI from time to time.
- X. I/We authorize FSWA to inform me/us electronically any change/ addition/ deletion of Demat accounts of FSWA as mentioned in Schedule D on my registered email ID.
- XI. This Power of Attorney and authorization shall not be affected by lapse of time. It shall continue in full force and effect until FSWA shall receive written notice of revocation thereof, signed by me/us; and such revocation shall in no way affect the validity of this Power of Attorney, with reference to any transaction initiated by me/us, prior to the actual receipt by FSWA of notice of such revocation, as above provided. However, such revocation of this Power of Attorney shall become effective only after all pending obligations and dues of the Client towards FSWA have been fulfilled to the satisfaction of FSWA.
- XII. To induce any depository, stock exchanges, clearing corporation/house, mutual funds, body corporates, banks, approved intermediaries and registrars and share transfer agents (hereinafter collectively referred to as "Transfer Agent") or other third party to act, we hereby agree that any Transfer Agent or other third party receiving a certified/notarized true copy of this Power of Attorney may act upon it, and that revocation hereof shall be ineffective as to such Transfer Agent or other third party, unless and until actual notice or knowledge of such revocation or termination shall have been received by such Transfer Agent or other third party from Client.
- XIII. I/We have read carefully the provisions of this Power of Attorney and understand that it authorizes my/our Attorney, to exercise all rights and powers set forth with respect to my/our account with FSWA and with respect to my/our Demat Account. I/We understand that anything my/our Attorney may do in the exercise of such rights and powers shall be fully binding upon me/us. The powers hereby given to the Attorney shall be given the widest interpretation.
- XIV. I/We may terminate the Power of Attorney any time under written intimation to FSWA. Such termination shall not have any effect on any transaction executed before the date of termination and I/we and FSWA/third parties shall enjoy the same rights and shall have the same obligations in respect of such transactions. FSWA shall not be bound to release the securities/ mutual fund units/bonds/fixed deposit held in my/our above mentioned accounts until all outstanding trades/transactions and other dues upon termination of this Power of Attorney have been fully squared off or settled.
- I/We understand that FSWA has not provided any advice that this Power of Attorney satisfies the requirements under the laws of the Republic of India in which it is to be effective.
- I/We specifically agree that any matter or issue arising hereunder shall be governed by and construed exclusively in accordance with the Indian laws and shall be subject to the jurisdiction of the courts at Gurgaon in Haryana.
- I/We specifically agree that this Power of Attorney shall become effective only from the date of acceptance of the same by the Attorney/FSWA.

SCHEDULE - A

DEMAT ACCOUNT HOLDER NAME (Depository Account Details)

Sole/First Holder	
Second Holder	
Third Holder	

SCHEDULE - B

DEMAT ACCOUNT DETAILS

DP ID :

1	2	0	6	1	0	0	0
---	---	---	---	---	---	---	---

Client ID:

--	--	--	--	--	--	--	--

SCHEDULE - C

CLIENT DETAILS

Name of the Client	
Client Code	
Address	

SCHEDULE - D (FSWA- Demat Accounts)

DPID	ClientID	DPID	ClientID
12061000	00007070	11000011	00017438
12061000	00003631	IN300126	11228072
11000010	00020670	IN300126	11223308
12061000	00007032	IN301151	26142249
12061000	00003627	IN301151	27166171

IN WITNESS WHEREOF I/WE have hereunder set and subscribed our respective hands at _____ on ____/____/20____.

[FOR INDIVIDUALS]

Sr. No.	Holder (For Demat/ Securities Account)	Name of the Holder	Address	Signatures
1	Sole / First Holder / Karta			
2	Second Holder			
3	Third Holder			

Accepted for
Fullerton Securities & Wealth Advisors Limited

Authorised signatory

(Name of the Authorised Signatory: _____)

Witness (1):

Name: _____

Address: _____

Signature: _____

Witness (2):

Name: _____

Address: _____

Signature: _____

Undertaking-cum-Indemnity in respect of facsimile instruction for operation of Depository Account

To
 Fullerton Securities & Wealth Advisors Limited
 2nd Floor, Orchid Centre, Sector 54,
 Golf Course Road, Gurgaon,
 Haryana - 122002

I/We,
 1) _____ (First Holder) residing at _____
 2) _____ (Second Holder) residing at _____ and,
 3) _____ (Third Holder) residing at _____

execute this UNDERTAKING-CUM-INDEMNITY in favour of Fullerton Securities & Wealth Advisors Limited (a company incorporated and registered under the Companies Act, 1956) and having its Registered Office at 2nd Floor, Orchid Centre, Sector 54, Golf Course Road, Gurgaon, Haryana -122002 hereinafter called "the DP" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) as follows:

WHEREAS I/We maintain a Beneficial Owner Account(s) ("the said Account") mentioned above, with the DP at its Gurgaon office, located at 2nd Floor, Orchid Centre, Sector 54, Golf Course Road, Gurgaon, Haryana -122002. As per the instructions for operation of the said Accounts, the same is allowed to be operated by us or the persons authorized, in that behalf (hereinafter referred to as "Authorized Person/s"). AND WHEREAS in the day-to-day business, I am / we are required to give urgent instructions to the DP for operation of the said Account: WHEREAS the DP has agreed to accept, the original instruction slip, a fax submission thereof signed by the authorised persons to operate the said account under their signatures, subject to the indemnity herein offered by me/us to the DP on the terms and conditions herein mentioned.

NOW IN CONSIDERATION OF THE ABOVE, I/We hereby irrevocably agree, confirm and undertake to the DP as follows:

- I/We shall transmit the Fax instructions only to the fax number informed/provided to us by the DP.
- The Fax Submission shall be signed by the Authorised Person/s mentioned in the List of Authorised signatories submitted by me/us in the account opening form on behalf of me/us and their signatures shall be in the same manner and way as has been informed to the DP by me/us and the DP is hereby requested and authorised, (but is not obliged to) rely upon and act, in accordance with such Fax Submission which is signed or bonafide believed by the DP to have been signed, by the Authorised Person/s.
- The DP is requested by me/us and shall be entitled to treat any Fax Submission as fully and duly authorised by and binding upon me/us and further be entitled (but not bound) to take any steps relying upon the same, believing the Fax Submission, in good faith as appropriate, regardless, of the amount of money involved and notwithstanding any error in transmission or reception of such Fax Submission or any misunderstanding or ambiguity or lack of clarity in the terms of such Fax Submission.
- I/We shall upon making any Telefax Submission hereunder, deliver to the DP without any delay within two working days, the original hard copy of the Fax Submission (the Hardcopy) signed by the Authorised Person/s as aforesaid. Each Hardcopy shall bear the following words on the top of the instruction slip -
 "This is a Hardcopy of Fax Submission to you, transmitted on _____ (day) of _____ (month), _____ (year)
- The DP may, but shall not be obliged to, await receipt of the Hard copy prior to taking any action in connection with the Fax Submission and shall not be obliged to follow-up with me/us for the originals. Further the storage of a photocopy of the fax transmission sent by me/us shall be the conclusive evidence of instruction to the DP for having acted on such instructions and I/We hereby agree and acknowledge the same.
- I / We hereby agree that in case the DP does not receive the hard copy of the instruction within 2 working days, the DP may discontinue the said facility. In such cases the DP will do so with immediate effect after informing me orally / in writing / by fax. I / We undertake that I / we shall not hold the DP liable for any loss to me / us in case the DP does not act on fax instruction received by the DP in such a case.
- The DP shall not be required to confirm (whether orally, in writing or otherwise) any fax submission or (verify the identity of the Authorised Person/s or his/her/their signature/s making or giving the fax submission or purporting to do so.
- The DP shall be under no duty to set and/or adopt any procedure for the purpose of such confirmation or verification and if at all there is any, the DP shall not be obliged to strictly adopt or comply with the same in any or every instance.
- The DP shall not be liable for any losses or damages which I/we may suffer as a consequence of the DP acting in accordance with or in reliance upon, any Fax Submission or otherwise pursuant to the authority conferred herein, upon the DP.
- I/We shall indemnify the DP and CDSL and keep them indemnified and save harmless, at all times against any and all claims, losses, damages, costs liabilities and expenses




incurred, suffered or paid or incurred by the DP or required to be incurred, suffered or paid by the DP and also against all demands, actions, suit proceedings made, filed / instituted against the DP, in connection with or arising out of or in relation to or as a consequence of:

- The DP acting pursuant to, in accordance with or relying upon, any Fax Submission or otherwise pursuant to the request and authority conferred herein; and/or;
 - The DP acting pursuant to in accordance with or relying upon any Fax Submission received by the DP which it believes in good faith to be such a Fax Submission; and / or;
 - Any unauthorized or fraudulent Fax Submission to the DP. PROVIDED that this indemnity shall not be available to the DP, if the liabilities for which the DP seeks indemnification hereunder, arises directly and completely from its own negligence or willful default.
 - The DP not having acted on the fax submission due to non-receipt of the transmission or receipt of incomplete or partly / fully unreadable transmission.
 - The DP not having acted on any fax submission sent by me / us on a number other than the number mentioned by the DP for the purpose of fax transmission.
- The DP shall not be under any obligation at any time to maintain any facility for the receipt of any Fax Submission or to ensure the continued operations or availability of any such facsimile facilities or equipment, and I/we shall not hold the DP liable for any loss consequent to non-availability of the said fax facility.
 - I/We acknowledge and confirm that I am/we are aware that by the very nature of telecommunications services, the Fax transmissions may not be received properly and may be clearly legible. I / We agree to assume and bear all the risks involved in respect of such errors and misunderstanding and the DP shall not be responsible in any manner for the same or breach of confidentiality thereto and shall also not be liable for any claims, loss, damage, cost or expense and liability arising therefrom.
 - This indemnity is without prejudice to the DP's other rights, privileges, powers and remedies in law and the DP may delay enforcing its rights without at any time losing them and any waiver of a right by the DP hereunder or available to it by law, shall not be deemed to be a waiver of any other rights or of the same right at another time.
 - The DP may stop/terminate this facility given to me / us by giving seven day prior written notice to me/us. However, any such termination shall not affect anything done or any rights or liabilities accrued or incurred prior to the termination and all the above indemnities given by me/us to the DP hereunder shall survive any such termination. However, in case of termination as mentioned in point 6 above, no such notice need to be given by the DP.

The Provisions relating to arbitration contained in the agreement executed by us in favour of the DP shall be applicable to any dispute or difference that may arise in respect of such fax transmission including all disputes with regard to the receipt of the fax Transmission by the DP.

I/We specifically agree and confirm that regardless of the place from which the fax transmission in question may have been transmitted to the DP any matter or issue arising hereunder shall be governed by and construed exclusively in accordance with the Indian laws and shall be subject to the exclusive jurisdiction of the Courts of Mumbai (India) alone.

DP ID : BO ID : _____ Date :

Sr. No.	Holder (For Demat/ Securities Account)	Name of the Holder	Signatures
1	Sole / First Holder / Karta		
2	Second Holder		
3	Third Holder		




Given by:

Signature of the BO

Witness (1):
 Name : _____
 Address : _____
 Signature : _____

Witness (2):
 Name : _____
 Address : _____
 Signature : _____

(Perforated Card)




DPID	1	2	0	6	1	0	0	0	0	Client ID						
Name _____	Name _____				Name _____											
																
First / Sole Karta	Second Holder				Third Holder											

Confirmation for Fullerton Securities

To,
The Manager
Fullerton Securities & Wealth Advisors Limited
Gurgaon - 122 002, Haryana, India.

I have opened a Trading & Demat account with you and also read and understood the documents and also received the copy of all the mandatory and non-mandatory documents have been accepted by me.

- | | | |
|---|--|--|
| 1) Client Registration Form | 6) Member Client Agreement – Broking including IBT Agreement for NSE & BSE & STWT with NSE | 10) Trading in MF - NSE & BSE |
| 2) Member Client Agreement –NSE (CM & FO) | 7) Authorization Letter for Running Accounts | 11) Depository Account Opening Form, DP Agreements and POA |
| 3) Member Client Agreement – BSE | 8) Authorization Cum Consent Letter | 12) ISAO and Channel Partner Agreement |
| 4) Risk Disclosure Document | 9) Consent Letter for STWT | 13) General Terms & Conditions |
| 5) Policies and Procedures | | |

Name _____	Name _____	Name _____
		
First / Sole Holder	Second Holder	Third Holder

CIF/UCC No.:

Demat Account No.:

(To be filled by the Depository Participant and handed over the Client)

Acknowledgment (FOR CLIENT)

Application Serial No.: _____ Date: ___ / ___ / 20___

We hereby acknowledge the receipt of the Account Opening Application Form for Trading A/c to be opened in NSE-CM, NSE-F&O and BSE-CM in the name of Mr / Mrs / Miss _____.

We also acknowledge the receipt of form for Demat A/c in the name(s) of:

Name of the First / Sole Holder	
Name of the Second Joint Holder.	
Name of the Third Joint Holder	

In your Demat Account, You have opted for: Nomination, in favour of Mr / Ms _____ Do not wish to nominate.

Fullerton Securities and Wealth Advisors Ltd

Authorised Signatory

Name of the Employee: _____ Employee ID : _____ Location : _____

This page
is left blank
intentionally

Investment Services Account Opening Form



Name of 1st Applicant: Mr Mrs Ms Dr

F I R S T M I D D L E L A S T CRN

Mailing address: H O U S E # / B L D G N A M E

S T R E E T L O C A L I T Y PAN No

City State PIN

Bank Details*:

Bank Name	Branch	Account No.	Account Type

Name of 2nd Applicant/Guardian/Authorised signatory Mr Mrs Ms Dr

F I R S T M I D D L E L A S T CI

(Please fill CRF) PAN No

Name of 3rd Applicant/Authorised signatory Mr Mrs Ms Dr

F I R S T M I D D L E L A S T CI

(Please fill CRF) PAN No

Mode of operation*: Single Either/Any one or Survivor Jointly Others _____

Channel Partner* : Yes No ; if yes, Please fill Channel Partner agreement

First Applicant

Affix latest photograph and sign it across (half on, half off)

Second Applicant

Affix latest photograph and sign it across (half on, half off)

Third Applicant

Affix latest photograph and sign it across (half on, half off)

I/We declare that the information furnished herein is true and correct in all particulars. I/We understand that Fullerton Securities may, at its sole discretion, discontinue this service wholly or partially without any notice to me/us.

Signature of First Applicant

Date

Place _____

Signature of Second Applicant

Date

Place _____

Signature of Third Applicant

Date

Place _____

Note : Mutual fund investments require investors to be KYC compliant with CVSL.

* Information mandatory.

Investor Profiler



FULLERTON INVESTOR PROFILER

Basics & Current Assets

Q. What is your current age?

- a) 55 & above b) 35 - 55 c) 18 - 35

Q. How many dependents do you have?

- a) 2 or more b) 1 to 2 c) 0 to 1

Q. What is your current wealth and Asset Allocation? Give a rough break up in % Terms.

Total Value	Rs _____
· Savings account & Fixed Deposit with banks	_____ %
· Bonds & Debt Mutual Funds	_____ %
· Equity & Equity Funds	_____ %
· Real Estate	_____ %
· Insurance	_____ %
· Others (gold/art, etc)	_____ %

Q. What are your existing Insurance Policies?

	Cover (Value)	Annual Premium Rs
· Life Insurance	_____	_____
· Health Insurance	_____	_____
· Pension Plan	_____	_____

Q. What would be your annual income?

- a) 4 Lacs b) 4 to 20 Lacs c) 20 Lacs

Q. What is the investment amount you are currently considering to invest with us? Rs _____

Investment Objective

Q. What is the ultimate purpose of your investable assets

- a. Preservation of capital (no appetite for risk)
- b. Regular cash inflows (funds needed periodically for expenses)
- c. growth (may need money in 2-3 years)
- d. retirement (long term investments in blue chip, Endowment Policies etc.)

FULLERTON INVESTOR PROFILER
Liquidity & Time Horizon

- a) Short term: < 3 years b) Medium Term: 3 to 5 years c) Long term: > 5yrs

We recommend that you do not withdraw the investment amount during this period.

Q. What percentage of your portfolio would you want to keep in liquid assets? _____

Return Expectations & Risk Profile

Q. You would define 'Risk' as

- a) Danger of losing money b) Returns being uncertain c) Opportunity for higher returns

Q. What is the return you are expecting from your investments, over the long-term?

- a) 0-8% growth - Safe, relatively low risk
 b) 8 - 18% growth - Medium risk, medium returns
 c) >18% growth - High risk of returns, and principal erosion

Q. What is the level of risk you are willing to take on your wealth?

- a) I do not want to risk interest or principal
 b) I will only be comfortable with small degree of risk (i.e. to income, but not to capital.)
 c) I am comfortable accepting the risk that the value of my investment could decline from time to time
 d) I am willing to tolerate putting my principal at risk by investing in volatile investments

Q. How would you rate your ability to stick with a given investment as its value fluctuates during a market cycle?

- a) Low b) Medium c) High

Familiarity with Investments

Q. How familiar are you with investments?

- a. I have no investment experience other than with bank fixed deposits.
 b. I am new to investing and have limited experience of investing in equity markets.
 c. I have adequate investment experience in equity markets.

In case the answer to previous question is b) or C), mention the period since for which you have been investing.

Instrument	Years
Bank Fixed/Bonds	<input type="checkbox"/>
Mutual Funds	<input type="checkbox"/>
Stocks	<input type="checkbox"/>
Structured products/PMS	<input type="checkbox"/>
Others (specify)	<input type="checkbox"/>

CHOOSE YOUR RISK PROFILE

Scoring Pattern Based on Responses

For a) 1 Mark

For b) 2 Marks

For c) 3 Marks


For d) 5 Marks

Score range	Risk Profile	Score range	Risk Profile
<15	R1	25-39	R4
15-20	R2	30 and Above	R5
21-25	R3		

From the statements mentioned below, choose what best describes your risk profile for the investment amount		Indicative range of returns, basis historical performance	
		Risk Tolerance	Expected Returns
a) Risk free - I do not want to risk my principal investment. I am uncomfortable with fluctuations and am willing to accept returns in line with deposits.	R0	0%	Annual rate on bank fixed deposit
b) Conservative - I am a conservative investor and want to preserve my investment. Preservation of capital and portfolio stability is my primary motive. I am willing to accept short term fluctuations (up to 12 months) for potential returns that are slightly more than on time deposit.	R1	less than 5%	Up to 2% higher than annual rate on bank fixed deposit
c) Income - I am an investor with an income oriented approach with capital appreciation being a lower priority. I can accept short term negative fluctuations for potential returns that are somewhat higher than time deposits over a period of 1 to 3 years. I understand that I should not need to withdraw these funds during this period.	R2	5 to 10%	2 to 4% higher than annual rate on bank fixed deposit
d) Balanced - I am a moderate investor and I strive to balance portfolio appreciation with stability. I can accept short term negative fluctuations in order to earn returns considerably higher than on time deposits over a period of 3 to 5 years. I understand that I should not need to withdraw these funds during this period.	R3	10 - 20%	4 to 6% higher than annual rate on bank fixed deposit
e) Growth - I am willing to assume a fair amount of risk and significant short terms losses in search of significantly higher returns over a time frame of 5 to 7 years. I understand that I should not need to withdraw these sums during this period. Long term capital appreciation is my key motive.	R4	20 - 30%	6 to 8% higher than annual rate on bank fixed deposit
f) Enhanced growth - I am an aggressive investor. I strive for maximum returns and I am willing to take very high risks, including possible loss of my principal investment over a period of 7 years and more. I understand that I should not need to withdraw these sums during this period. Rapid wealth build up through long term growth is my primary motive.	R5	more than 30%	More than 8% higher than annual rate on a bank fixed deposit


"I'M CHOOSING TO MAKE AN INVESTMENT THAT EXPOSES ME TO HIGHER RISK THAN THE RISK PROFILE I HAVE SELECTED. PLEASE EXECUTE THIS TRANSACTION BASIS MY SIGNATURE BELOW.





Signature

Please reassess your financial plan on a regular basis (once in 6 months or if a major change in lifestage occurs). This risk profiler has been made available to you for informational purposes only. It is not intended to provide financial, legal, accounting or tax advice and should not be relied upon in that regard. Your risk profile is being selected by you and FSWA is not using any scoring methodology to derive the same. The indicative range of returns displayed above are basis model portfolios whose historic returns have been mentioned here to help you understand that market instruments are subject to volatility including substantial erosion of principal investment value. Historical performance is not indicative of anticipated returns in future.



Customer Signature

Date

RM Signature

Date

Channel Partner Agreement

CHANNEL PARTNER

This Investment Services Agreement ("Agreement") is executed on at Gurgaon.

Between:

Fullerton Securities & Wealth Advisors Limited hereinafter called "**FSWA**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**.

And

The person/s specified in the Schedule as "**the Client**", which expressions shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives and permitted assigns of the **Other Part**.

The Client and FSWA may, wherever the context so permits, be collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS

1. FSWA is engaged in stock broking business, which includes interalia wealth management and distribution of Third Party Products as defined hereinafter.
2. The Client is desirous of availing the services of FSWA for investments in various types of Third Party Products.
3. Now, therefore, in consideration of the mutual understanding as set forth in this Agreement, the Parties hereto have agreed to the following terms and conditions:

I. DEFINITIONS:

Unless the context or meaning thereof otherwise requires, the following expressions shall have the meaning assigned to them hereunder respectively:

"Affiliate" in relation to FSWA, shall include any company, body corporate, firm, individual or other person who or which is an affiliate of or who or which is in any manner associated with or related to FSWA or any director, shareholder or employee of FSWA or any holding company or subsidiary of FSWA or any company under common control as FSWA;

"Applicable Laws" means any statute, regulation, notification, circular, ordinance, requirement, direction, guideline, announcement or other action or requirement of an Authority;

"Asset Management Company or AMC" means a company registered with SEBI which manages the funds of the Mutual Fund (defined hereunder) by making investments in various types of Securities;

"Authorised Dealer" means the branch of a bank so authorised and designated by the Reserve Bank of India under the Applicable Laws and acting as the authorised dealer on behalf of the Client;

"Authority" means any government trade agency, department, agency or instrumentality of any government, bodies, regulatory authorities, government authorities, any court or arbitral tribunal and the governing body of any securities exchange or other securities self-regulatory body;

"Celebrity" shall mean and include persons from the film, television, theater and entertainment industry, fashion industry, sportsman and artists;

"Circulars" includes all circulars, directives, communiqués etc. issued by SEBI / AMFI and other relevant authorities, regulating any of the Securities proposed to be provided from time to time;

"Family" in relation to a person includes the spouse and the lineal ascendants or descendants and adopted children;

"FEMA" means Foreign Exchange Management Act, 1999;

"Force Majeure event" includes any failure, interruption, error, omission or delay in performance of the obligations or in the transmission/delivery of information resulting from acts, events or circumstances not within the reasonable control of the Parties including but not limited to war, acts of terrorism, civil disorder, industrial disputes, natural calamities, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware errors;

"Mutual Fund" means a fund established in the form of a trust to raise monies through the sale of units to the public or a section of the public under one or more schemes for investing in securities including money market instruments as defined in SEBI (Mutual Funds) Regulations, 1996 or such other governing regulations applicable from time to time;

"Net Asset Value (NAV)" means the market value of the Securities held by any scheme of the Mutual Fund;

"Non Resident Indian (NRI)" shall be ascribed the meaning as defined under Foreign Exchange Management (Deposit) Regulations, 2000 and Foreign Exchange Management Act and rules and regulations issued there under from time to time;

"Politically Exposed Person" means and includes current and former members of Parliament and State Legislatures, high profile politicians, members of political parties, persons connected to them including Family, close advisors and/or companies in which such individuals have interest to be in a position to significantly influence the decision of such company;

"Regulations" means all regulations prescribed by SEBI and other relevant authorities, regulating any of the Services proposed to be provided from time to time;

"SEBI" means the Securities and Exchange Board of India;

"Securities" includes "securities" as defined under the Securities Contracts (Regulation) Act, 1956;

"Senior Public Figure" means and includes current or former senior official in the executive, legislative, administrative, military or judicial branches of the government, whether or not elected; a senior executive of a government-owned or government-funded corporation, institution, or charity; or any entity that has been formed by or on behalf of such person, is controlled by, or is for the benefit of such persons, including passive investments; relatives of such senior public figures including spouse, lineal antecedent and descendant;

"Services" means services agreed to be offered by FSWA pursuant to this Agreement;

"Third Party Product(s)" includes but not limited to (i) Units of Mutual Funds (defined hereinabove), (ii) shares of foreign and domestic venture capital funds and/or private equity funds, (iii) debentures (iv) any other type of Securities (defined hereinabove); (v) referral to or recommendation of a third party portfolio manager; (vi) life insurance products of a third party life insurance company (vii) overseas investment products including shares of a body corporate;

"Units" shall mean units of Mutual Funds offered by FSWA for investment./ disinvestment/purchase/sale by the Client, in which the Client seeks to invest pursuant to this Agreement.

II. Purchase/Sale Of Third Party Products

- (a) The Client agrees to comply with the procedure, due diligence including anti money laundering and know your client requirements set out by the issuer of Third Party Product for this purpose or as may be decided by FSWA from time to time in such manner as FSWA may deem fit.
- (b) The Client agrees and understands that the issuer of Third Party Products and FSWA reserve the right to decline the Client's application or proposal for investments or any other instructions for any reason deemed fit.
- (c) The Client acknowledges that in the case of Mutual Funds, Units of the schemes shall be purchased or redeemed or switched, as the case may be, at the prevailing NAV.
- (d) Purchase instructions shall be processed only after funds sufficient to cover the purchase price and other costs and charges have been received by FSWA. If for any reason FSWA is unable to buy or redeem the full quantity of the full units as instructed by the Client(s), FSWA shall be entitled and the Client(s) hereby irrevocably authorize(s) FSWA to purchase or sell (as the case may be) a lesser quantity of the Units/Securities. FSWA shall not be responsible for the non-execution of the Client(s) instructions for the remaining quantity.

III. Communication of Instructions

- (a) FSWA may refuse to act on any instructions unless they are given in writing in a manner and form specified by the AMC or issuer of Third Party Products.

- (b) All service requests pertaining to a Third Party Product shall be sent by the Client directly to the issuer of such Third Party Products and FSWA shall not be held responsible or liable for the same.
- (c) The Client further agrees, to ensure that all orders and instructions are absolutely clear or unambiguous; the Client agrees that if any request/order is not absolutely clear FSWA or its employees or authorised representatives shall be entitled to interpret the same as per their own understanding of such instructions and such understanding and interpretation shall be treated as final and binding on the Client.
- (d) The Client agrees to provide accurate answers to the Client authentication process for ascertaining the identity of the person giving instructions. FSWA shall have absolute discretion to decide whether or not such authentication is mandatory or not. Should FSWA deem it mandatory to follow the authentication process for a specific transaction or a Client, FSWA shall transmit the transaction order(s) / application forms only after FSWA has verified the identity of the Client to its satisfaction.
- (e) FSWA shall without being obliged to do so shall have the right to verify any instructions, authenticity of such instructions or the authenticity of the person giving any such instructions. However, FSWA shall have no responsibility to determine the authenticity of any instructions given or purported to be given by the Client(s). The Client(s) shall not hold FSWA liable on account of FSWA acting in good faith on any of the instructions of the Client(s).
- (f) FSWA may, in its sole discretion, decline to carry out instructions or refuse to process/transmit the application form/order/request of the Client (s), if it is uncertain of authenticity or is otherwise doubtful about the same for any reason. For instance, where FSWA has reason to believe (which decision of FSWA, the Client(s) shall not question or dispute) that the instructions are not genuine or are otherwise improper or unclear or raise a doubt.
- (g) FSWA shall not be liable if any instructions are not carried out for any reason whatsoever.
- (h) The Client specifically acknowledges and confirms that:
 - i. sending information by either telephone or facsimile and/or e-mail is not a secure means of sending information and can be intercepted and tampered with; and
 - ii. the Client is aware of the nature of, internet, intranet, tele-communication services. Facsimile/e-mail transmissions may not be received properly and may be read or be known to any unauthorized persons; and
 - iii. any request to FSWA to accept and act on either telephonic call/facsimile/email instructions is for the Client's convenience and benefits only.
- (i) In all such events the Client agrees to assume and bear all the risks involved in respect of such errors and misunderstandings and FSWA shall not be held liable or responsible in any manner for the same or breach of confidentiality thereto and shall also not be liable for any claims, loss, damage, costs or expense and liability therefrom, in any manner whatsoever.
- (j) The Client also understands that facsimile transmission lines and emails are not encrypted and that facsimile and email are not a secure means of transmission. The Client acknowledges and accepts that such insecure transmission methods involved risks of possible unauthorized alteration of data and/or unauthorized usage thereof for whatever purpose.
- (k) FSWA shall not be obliged to accept from the Client(s) any oral or facsimile instructions. In order, for FSWA to act upon communications and instructions transmitted by Facsimile, email the Client(s) hereby irrevocably agree(s) that, except for instances of gross negligence, bad faith or willful misconduct of FSWA, the Client(s) shall keep FSWA indemnified against costs (including legal costs/lawyer's fees incurred) losses, expenses, damages, liabilities, awards, judgements, fines and the likes which are suffered/incurred as a result of:
 - (i) breach of terms and conditions stipulated under this Agreement or breach by the Client of any Applicable Laws, rules, Regulations, guidelines or Circulars, while making investments under this Agreement or any omissions, misrepresentation or false statements made by the Client to FSWA, AMC or issuer of any other Third Party Product.
 - (ii) any action taken by the issuer of Third Party Products for any reason whatsoever.
- (l) Except for instances of gross negligence and willful misconduct of FSWA, the Client shall keep FSWA and or any of its officers, employees or agents, Affiliates fully indemnified against all costs (including legal costs and lawyers' fees), losses, expenses, damages, liabilities, awards judgements, fines and the likes, which are suffered/incurred due to any action taken by FSWA pursuant to any instructions purported to be received from the Client. The Client(s) also acknowledge(s) that the security and control procedures provided by FSWA are designed to verify the source of communication and not to detect errors in transmission or content including discrepancies between names and account numbers that the Client has filled up or furnished and that FSWA, or any intermediary, may execute an instruction by reference to the Client details as provided by the Client.
- (m) FSWA shall have no further duty to verify the content of any instruction or communication or the identity of the sender or confirmer thereof, if any, and the Client(s) expressly agree(s) to be bound by any instructions and communications, whether or not authorized, sent in its name and accepted by FSWA.
- (n) FSWA may forward to the Client(s) (only to First Client in case of joint Clients) communications received from the fund house/AMC (e.g. fund updates, notices etc.)

IV. FEES

The Client agrees and confirms that the Client is aware that FSWA shall receive fees/commission from the AMC or issuer of Third Party Products for facilitating purchase and sale of Units or Third Party products as the case may be and that the Client shall not object to or dispute the same. FSWA reserves the right to charge Client(s) for facilitating the purchase & sale of units or 3rd party products, as the case may be.

V. Statements Of Account

- (a) The Client agrees and acknowledges that the Client shall receive all statutory communications and transaction details in relation to the Third Party Products, directly from the issuer of such Third Party Products and FSWA shall not be responsible for any delay, error or omission in the same.
- (b) FSWA may, at its sole discretion, provide certain consolidated reports to the Client reflecting the transaction details and valuation of various investments done by the Client in the Third Party Products. The Client acknowledges that FSWA provides this service on a best effort basis. FSWA shall not be held responsible or liable for any errors or omissions in the contents or format of the said reports or for failure or delay in transmitting such reports to the Client. FSWA may choose to withdraw this facility at its absolute discretion, without any notice or intimation.

VI. Third Party Risk

- (a) FSWA shall not be liable for any loss or damage caused by reason of failure or delay by the Mutual Fund to deliver any Units purchased even though payment may have been made for the same or failure or delay in making payment in respect of any Units sold though they may have been delivered and the Client(s) shall save FSWA harmless and free from any claim in respect thereof.
- (b) FSWA shall also not be liable for any delay, failure or refusal of the Mutual fund/any company/corporation or other body in registering or transferring Units to the name(s) of the Client(s) or for any interest, dividend or other loss caused to the Client(s) arising therefrom.

VII. Limitation on Liability of FSWA

- (a) The Client acknowledges that while investing in Third Party Products, he/she/it shall have privity of contract with the AMC or the issuer of the Third Party Product, as the case may be. As such, the Client absolves FSWA and agrees not to hold it liable for any losses, costs (including legal costs and lawyers' fees incurred), expenses, damages, liabilities, awards, judgements, fines and the like which the Client may incur due to any act of commission or omission attributable, directly or indirectly, to such AMC or issuer of Third Party Product.
- (b) Without prejudice to the generality of the above, FSWA (including its directors, officers, employees, agents) shall not be liable for any losses, expenses, damages, liabilities, fines, awards, judgements, decree and the like which the Client may suffer, incur or may be subjected to in any manner whatsoever, due to the following:
 - i. performance by FSWA of its obligations under this Agreement or any other statutory or contractual obligation pertaining to making available the Third Party Products to the Client;
 - ii. any acts of FSWA based on instructions of the Client in any form, medium or manner which FSWA believed to be true, accurate and emanating from the Client;

- iii. non-receipt or delay or shortfall in receipt of the Units and Third Party Products or any other Security by the Client;
 - iv. any error, omission, misrepresentation, non or inadequate disclosure in any offer document, disclosure document, term sheet, marketing material or any other communication, in any form, medium or manner provided by the issuer of any Third Party Product to the Client, either directly or through FSWA;
 - v. any discrepancy in valuation of Unit or any other Third Party Product;
 - vi. any error, omission, delay in processing of application/proposal made by the Client or any other instructions placed by the Client to/with the issuer of Third Party Products;
 - vii. failure of the Client, AMC or the issuer of Third Party Product to adhere to any Applicable Laws, rules, Regulations, guidelines or Circulars, in force from time to time and FSWA shall not be under any obligation to inform or advise the Client in respect of the same;
 - viii. unauthorized use of signatures of the Client by a third party;
 - ix. investments in Third Party Products pursuant to any advise or research reports given by FSWA;
- (c) Without prejudice to what is stated above, FSWA shall not be held liable for or by reason of any loss or damage or failure to comply or delay in complying with its obligations under these terms and conditions which is caused directly or indirectly by any event or circumstances beyond FSWA's reasonable control.
- (d) FSWA shall not be liable for and the Client(s) shall indemnify FSWA for any losses, damages, expenses, costs, liabilities and claims of whatsoever nature caused by fraudulent or unauthorized use of the signature(s) of the Client(s).
- (e) any error, omission, misrepresentation, non or inadequate disclosure in any report, term sheet or other communication, prepared by FSWA based on information obtained from the issuer of a Third Party Product, public domain or any other sources believed by FSWA to be true and accurate. FSWA will not be liable for any error or inaccuracies in any of the publicly available information that may be provided to the Client(s) by FSWA. FSWA shall be under no duty to verify compliance with any restrictions on the investment powers of the Client(s).
- (f) FSWA will not be liable for any loss, damage, cost, charges or expenses directly or indirectly caused by reason of any defects or imperfection or mechanical or other failure in relation to computer systems, cable, tele, telephone or postal system or any other technological failures or defects of FSWA or of the issuer of the Third Party Products.
- (g) FSWA may from time to time vary, in writing, the terms and conditions of the Investment Services Scheme.
- (h) any suspension, interruption, non-availability or malfunctioning of the relevant technology, systems and processes for any reasons whatsoever which may result in, inter alia, non execution of orders or any other instructions; and
- (i) any circumstances beyond reasonable control of FSWA or any Force Majeure Event.

VIII. Representations And Warranties

The Client hereby represents, warrants and undertakes on an ongoing basis that:

- (a) All information and documents provided and the statements made at the time of entering into this Agreement are true and not misleading (whether by reason of an omission to state a particular fact or otherwise) and the Client shall keep FSWA apprised of any changes to the same;
- (b) The NRI Client further undertakes to promptly inform FSWA if he/she shifts his/her residence or domicile to any jurisdiction which would result in the availing of such Services being in violation of any other provisions of this Agreement. The Client shall further inform FSWA about his/her return to India or to any other jurisdiction for residence immediately on arrival.
- (c) The NRI Client shall be responsible for ensuring compliance with applicable ceiling limits and shall inform FSWA in the event any such limits are likely to be breached pursuant to any transaction that the Client requests FSWA to provide services in relation thereto. FSWA has informed the Client and the Client agrees that it shall be responsible for complying with all its reporting requirements pursuant to Applicable Laws including without limitation FEMA, the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 1997 and SEBI (Prohibition of Insider Trading) Regulations, 1992. The Client acknowledges that FSWA shall not be bound for making any reports or filings.
- (d) The Client confirms that the Client is fully aware of and shall comply with applicable legal and regulatory requirements for investments in Third Party Products, and shall keep himself/herself/itself aware of any updates or amendments to the same and shall ensure that all approvals/authorizations have been taken or effected and are in full force and effect. The Client is not prohibited in any manner in dealing in Securities. There are no prior or pending criminal proceedings or proceedings related to financial crimes against him or investigations or enquiries or any negative reputation issues or any actions have been taken by any regulatory Authority such as SEBI, RBI, NSE, BSE, NSDL and/or CDSL involving the Client and in the event of any such issues or proceedings are commenced against him, he shall keep FSWA informed;
- (e) The Client has the required legal capacity to enter into this Agreement and is capable of performing, will continue to perform and will take all steps necessary to continue performing his obligations and undertakings hereunder;
- (f) The Agreement and each transaction or order or request pertaining to any Third Party Products, constitutes the Client's valid and legally binding obligations, enforceable in accordance with the terms as stipulated in this Agreement and/or of the issuer from time to time. Each person acting on behalf of the Client including placing of orders or requests on behalf of the Client, is duly authorized by the Client to do so;
- (g) The Client complies with and will ensure it continues to comply with the confidentiality obligations under this Agreement;
- (h) That the Client or his Family is not a Politically Exposed Person, Senior Public Figure or a Celebrity. In the event of change of status, the Client shall promptly inform FSWA of the same;
- (i) That in respect of Third Party Products such as portfolio management services, venture capital funds, private equity funds or structured products of any nature, including but not limited to those issued in the form of debentures whose returns may be linked to underlying stock, basket of stocks, commodity, index, interest rates and currencies etc, the Client is a sophisticated investor and has taken into account, appraised himself / herself of and assessed all risks (including liquidity risk, credit risk, market risk, regulatory risk or any other risk of the issuer) associated with such products, before taking an investment decision, irrespective of any recommendation made by FSWA;
- (j) That in relation to a life insurance product, the Client has made an accurate and true disclosures of all the details sought by the insurance company including without limitation, the Client's age, occupation, income, any disease, medical history of the Client, Client's parents and siblings, if any. The Client agrees to indemnify FSWA to the fullest extent due to any losses, costs, fees, damages or the like, suffered or incurred by FSWA due to any non disclosure or misstatement made by the Client in a life insurance proposal made through FSWA; and
- (k) The Client agrees to immediately furnish information to FSWA in writing, including but not limited to any winding up/ insolvency petition or garnishee order passed against him / her and any other litigation/proceedings or circumstances/ investigation which may have material bearing on his / her capacity to perform his / her obligations under this Agreement and / or invest in Third Party Products.

IX. Powers and Authorisations in favour of FSWA

The Client(s) hereby (jointly and severally) authorize(s) FSWA, acting through any of its offices or employees, to exercise, at the risk and cost of the Client(s), the following powers on behalf of the Client(s) for the ease of conducting/settling transactions at such time and in such manner as FSWA may in its discretion think fit:

- (a) To subscribe to the units of Mutual Funds ("the Units");
- (b) To redeem / sell Units and/or to instruct the AMC for the redemption / sale of the Units held by the Client (whether solely or jointly with others).
- (c) To receive the account statement pertaining to the aforesaid Units/Securities and to acknowledge receipt of the same.
- (d) To redeem/sell the Units/Securities and/or instruct the AMC for the redemption/sale of the Units held by the Client(s) (whether solely or jointly with another or others) and to receive the payment of the redemption/ sale price and acknowledge receipt of the same, based on instructions of the Client(s).
- (e) To collect from the Client(s) and deposit cheques in favour of the AMC for purchase of Units.
- (f) To collect from the AMC and send to the Client (s), cheques in favour of the Client (s) on redemption of Units.
- (g) To sign all such writings and do all such acts as may be required for subscribing and/or selling and/or redeeming any Units (including switching from Units of one scheme to Units of another or otherwise).
- (h) To give instructions and orders to AMC/ registrar including instructions and orders for sale, purchase, switch, splitting and consolidation of Units.

- (i) To correspond with, instruct or give notice to the AMC/registrar or their respective agents on behalf of the Client (s) with regard to any matter inter alia including nomination/change in investment plans or any other changes that may be necessitated.
- (j) To do or omit to do all such acts and things as FSWA may in its sole discretion consider to be necessary or desirable in order to perform its duties or exercise of powers set out in this Agreement or with a view to comply with any laws, orders, rules, Regulations or directions of any government or regulatory or other authorities.
- (k) To collect, receive and give good and effectual receipts and discharges for any sum including dividend, interest or income arising from the Units/Securities and to sign and endorse dividend and interest warrants.
- (l) To generally do, perform and execute all such other acts, deeds, instruments, matters and things for and on behalf of the Client (s) as FSWA may think fit in accordance with this Agreement and any amendments thereof from time to time, as fully and effectually and to all intents and purposes, as the Client(s) could do if the Client (s) was/were personally present.

X. Disclaimer

The Client hereby confirms, agrees and acknowledges:

- (a) that acceptance of any application and issuance of any Third Party Products shall be at the sole discretion of the issuer of such Third Party Products;
- (b) that Third Party Products are provided on an "as available" basis without representations or warranties of any kind, either express or implied, including, without limitation, those of suitability, liquidity, merchantability and fitness for any particular purpose;
- (c) to have read all the relevant offer documents, disclosure documents, term sheets and terms and conditions stipulated in the application forms of the issuers of the Third Party Products in which the Client is investing or proposing to invest, before making any investment decision or entering into any transactions;
- (d) that Third Party Products may be subject to investment risks, market risks, and lack of liquidity and possible loss of principal amount invested. Past performance of yields or funds should not be considered as an indication or guarantee of future yields or results;
- (e) that the Client shall not rely upon or make any investment decision based solely on recommendations or research reports made available by FSWA. The Client confirms and agrees that research reports are generic and are not designed for meeting specific Client objectives. Accordingly if the Client desires to make an investment on the basis of any research report or recommendation, howsoever available to him/her/it, the Client shall be bound to make independent assessment as to whether the investment suits his/her/it investment objectives and risk appetite and shall seek independent professional advise and/or tax advise in relation to any investments;
- (f) that all investment decisions taken by the Client to purchase, subscribe, redeem or sell any Units or Third Party Products shall be independent of any advice, solicitation or information received by the Client from FSWA, which are rendered on a no-liability, no-guarantee and no-obligation basis and the Client shall not hold FSWA or any of its officers, directors, employees, agents, subsidiaries, Affiliates or business associates liable in any manner whatsoever;
- (g) that any research material or report received, accessed or made available to the Client is for information purposes only and does not and shall not in any manner constitute a recommendation /solicitation /advice for purchase, subscription, sale or redemption of any Units/Third Party Products or as investment advice;
- (h) is aware that any and all research reports may be prepared by third parties and FSWA may only make the same available for the interest of the Client. The Client shall hence not in any manner deem such reports as emanating directly or indirectly from FSWA;
- (i) is aware that FSWA is merely acting as a facilitator and is not responsible for the lack/shortfall in the expected returns, liquidity, credit or any other regulatory risk pertaining to Third Party Products;
- (j) The Client(s) understand(s) and agree(s) that FSWA does not in any manner:
 - i. provide any buy/sell or other recommendations; or
 - ii. guarantee payment on any units; or
 - iii. guarantee the liquidity of any units; or
 - iv. make any offer to buy back any units; or
 - v. guarantee the redemption or repayment of any units on maturity; or
 - vi. guarantee the payment of interest or dividend; or
 - vii. promise, indicate or guarantee any returns; or
 - viii. guarantee any good delivery;
 and make any representations of any nature whatsoever in relation to the Units or Third Party Products;
- (k) The Client(s) understand(s) that any sum invested through FSWA is not a deposit with FSWA. The same is not endorsed or guaranteed and does not constitute obligations of FSWA, or any of its Affiliates or group companies.
- (l) The Securities purchased are subject to investment risks, including the possible loss of principal amount invested. The value of the Units/Securities of the Client(s), depend upon the market value of the Securities in the AMC or trust at the time of redemption. Past results are not a guarantee to future performance.
- (m) FSWA shall be under no duty to assess the prudence or otherwise of any instructions given by the Client(s) or to give any advice in relation thereto and would be justified in acting on the instructions of the Client(s), irrespective of their prudence or otherwise.

XI. Correspondence

- (a) Any notice or other correspondence addressed by FSWA to the Client(s) may be addressed to the Sole/First Client at the address given by the Client(s) herein above or to such other address as FSWA may be aware.
- (b) If, according to the Client(s), there is any discrepancy in the particulars or details of any transaction or account or statement, then, the Client(s) shall be obliged to intimate the same to FSWA in writing within 10 days of the Sole/First Client receiving notice thereof, failing which, such transaction, statement or account (as the case may be) shall be deemed to be correct and accepted by the Client(s) and the Client(s) shall not be entitled to question the correctness or accuracy thereof.
- (c) FSWA reserves the right to communicate with and send statements and other particulars to the First Client by E-Mail/Facsimile at the E-Mail address/Facsimile Number that may be communicated by the First Client(s) to FSWA. FSWA shall, however, not be bound to communicate over Facsimile or E-Mail.

XII. Miscellaneous

- (a) Any utilization of the Services would clearly imply that the Client(s) has/have read, understood and agreed to abide and be bound by these terms and conditions, which express the complete, exclusive, and final understanding of the Parties with regard to the Services and may not be altered, amended or modified except in writing by FSWA.
- (b) These terms and conditions will bind not only the Client(s) but also his/her/their respective successors and legal representatives in respect of the Services availed of from time to time by the Client(s).
- (c) The terms and conditions that by their nature and content are intended to survive even after termination of the Services hereunder shall so survive the completion and termination of the Services.
- (d) Failure by FSWA at any time to enforce any obligation of the Client(s) or to claim a breach of any term or condition or to exercise any power agreed to hereunder or under any other document executed by the Client(s) in favor of FSWA will not be construed as a waiver of any right, power or obligation under these terms and conditions and it will not affect any subsequent breach and will not prejudice FSWA as regards any subsequent action.
- (e) If any term or condition herein should be declared invalid by a court of competent jurisdiction, the remaining terms and conditions herein shall remain unimpaired and in full force and effect.
- (f) The rights of the Client(s) hereunder may not be assigned, in whole or in part, by the Client(s).
- (g) Simultaneous with the execution of the Agreement the Client may have to additionally execute and deliver to FSWA a power of attorney in a format as may be prescribed by FSWA appointing FSWA or any person appointed by FSWA on this behalf to do all acts on behalf of the Client necessary for performing Services pursuant to the Agreement.
- (h) This Agreement is personal to the Client and any non-signatory shall not have the right to enforce it. The Client shall not be entitled to assign any of its rights, obligations and /or benefits under this Agreement without the prior written consent of FSWA.
- (i) No forbearance, relaxation, failure or delay by FSWA in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

- (j) FSWA may at any time amend this Agreement or annexure by providing written notice to the Client electronically or physically. The continued use of FSWA's Services by the Client shall constitute acknowledgment and acceptance of such amendment/s by the Client.
- (k) The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not effect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or any other jurisdiction.
- (l) Any and all claims and disputes arising out of or in connection with this Agreement or its performance and/or otherwise and/or all matters relating to non-contractual claims shall be settled by arbitration by a single arbitrator to be appointed by FSWA. The arbitration shall be governed by the provisions of the Arbitration & Conciliation Act, 1996.
- (m) This Agreement shall be interpreted in accordance with the Applicable Laws of India and shall at all times take effect as having been made, entered into and to be performed in the city of Gurgaon and the Parties shall be deemed to have submitted to the exclusive jurisdiction of the competent courts/appropriate forums of/at Gurgaon.
- (n) Subject to compliance at all times by the Parties with Applicable Laws, in the event of a conflict between the terms of this Agreement and any other agreement between the Client and FSWA, the terms of this Agreement shall prevail subject to no rights or authorities of FSWA under any other Agreement being curtailed or restricted.
- (o) Any legal notices to be given or made under this Agreement shall be in writing. Such notice shall be deemed to have been duly given or made when it shall be delivered by hand, mail, e-mail or telegram to the Parties at their respective addresses as set out at the beginning of this Agreement or as notified by the Client in writing from time to time.
- (p) The Client authorizes FSWA to exercise such powers for the purpose of this Agreement at such time and in such manner as it may in its discretion think fit for the purpose of performing its powers, duties and responsibilities set out hereunder, (a) to do or omit to do all such things as FSWA may in its discretion consider necessary or desirable in order to perform its duties hereunder or (b) to comply with any Applicable Laws or any governmental or regulatory or other authorities.
- (q) The Services are only available to NRI Clients residing in jurisdictions permitting investment in Indian Securities. The Services are not available to any person or entity who is a citizen or resident of or located in any locality, state, country or other jurisdiction, where availing of such Services would be contrary to any local applicable laws, rules or Regulations or which would subject FSWA and any of its Affiliates or group companies to any registration or licensing requirements within such jurisdiction. It will be the obligation, responsibility of the Client to ensure that he/she is not restricted/prohibited from investing in Indian Securities. In no event will it be the obligation of or responsibility of FSWA to verify whether or not the NRI is restricted/prohibited from investing in Indian Securities.
- (r) The Client confirms that the Client is not a United States ("U.S.") person for purposes of U.S. Federal income tax and that he/she/it is not acting for, or on behalf of, any U.S. person or a resident and/or citizen of any jurisdiction which restricts or prohibits sale of Indian Securities to its residents and/or citizens. A false statement or misrepresentation of tax status by a U.S. person could lead to penalties under U.S. laws. If however, the Client's status changes and he/she/it becomes a U.S. citizen or a resident, the Client must notify FSWA within 30 days of such change in the status.
- (s) Further the NRI Client hereby agrees and understands that in respect of investments made / Securities purchased or sold by the NRI Client, all tax computation or deduction shall be carried out by the Authorised Dealer and / or the applicable statutory Authority in accordance with Applicable Laws and FSWA shall not be liable or responsible for computing the amount of deductible tax or the method, procedure or basis for the same or otherwise.
- (t) Any investment advice rendered by FSWA in respect of such Third Party Product may not be consistent with and may in fact be different from the advice or decision of any Affiliate or any other Fullerton entity.

XIII. Confidentiality

- (a) The Client will treat as confidential (both during and after the termination of the relationship between the Parties) the contents of this Agreement and the advice, consultation and/or reports it receives from FSWA or any information learnt about FSWA, including without limitation, any investment strategy or holdings or its products or services in the course of their relationship under this Agreement. The Client will not disclose the same to any third party without FSWA's written consent. The Client shall maintain utmost confidentiality regarding the contents of this Agreement, disclosures provided in the offer document and/or any marketing material and except as may be necessary to comply with any law, order, regulation, ruling or other regulatory request. Further the Client shall ensure that such confidentiality obligations shall be enforced against its directors/employees/agents/third party contractors/consultants etc.
- (b) The Client acknowledges that, pursuant to this Agreement or otherwise, FSWA may receive confidential information about the Client. The Client hereby expressly consents that any such personal data/information and account information or records of the Client may be used by FSWA and any recipient of such information from FSWA for any of the following:
 - i. the processing of applications for services pursuant to this Agreement;
 - ii. the provision, operation, processing or administration of any Service or account provided to the Client pursuant to this Agreement, and for data processing, statistical/risk analysis and other purposes;
 - iii. conducting credit checks (if applicable);
 - iv. assisting other financial services firms to conduct credit checks (if applicable);
 - v. ensuring the Client's ongoing credit-worthiness (if applicable);
 - vi. determining the amount of indebtedness owed by the Client or to the Client for the purpose of tax calculations and other statutory deductions or matter;
 - vii. marketing financial services or related products or opportunities from the FSWA or any Affiliate;
 - viii. meeting the requirements to make disclosures under any law, regulation, court order or contractual agreement binding on FSWA or any Affiliate;
 - ix. enabling FSWA's actual or proposed assignee, or a transferee of FSWA's rights to evaluate the transaction intended to be the subject of the assignment or transfer;
 - x. all other incidental and associated purposes relating to the provision of financial services;
 - xi. for disclosures to be made to comply with any law, order, judgment, decree, or any rule, regulation, or request or inquiry of or by any regulatory Authority, government, court, police, administrative or any self regulatory body.
- (c) The Client understands that failure to supply information or data may result in FSWA not being able to open, continue or establish accounts for the Client, or to establish or continue any credit facilities that may already have been provided, or to provide other financial services to the Client.
- (d) The Client acknowledges that FSWA may, without the Client's prior approval, release Client's personal data and account information and records for the purposes set out in paragraph (b) above. Specifically, FSWA may release the data and information to certain individuals or entities, including but not limited to (i) an Affiliate, (ii) any agent, contractor or third-party service provider who offers services to FSWA and any Affiliate in connection with the operation of their businesses, (iii) any other person under a duty of confidentiality to FSWA, and any Affiliates, (iv) any other financial services institution with which the Client has or proposes to have dealings, credit information bureaus or collection agencies, (v) any person or entity to whom FSWA or Affiliate is under an obligation to make disclosure under the requirements of any law, regulation, court order or contractual agreement binding on the FSWA or any Affiliate, (vi) any actual or proposed assignee of FSWA or any Affiliate or transferee of any rights of FSWA, or any Affiliate.

- (e) FSWA and/or any Affiliate may use the Client's personal data/information and any other information to market products and services to the Client. The Client acknowledges that the Client has the right to request that FSWA and any Affiliate cease using such data or information for such marketing purposes. In connection with the Client providing such personal data and information, the Client hereby agrees that FSWA and any Affiliate may take such steps, as they deem reasonable and appropriate to verify information, which is provided to them. The Client agrees and acknowledges that FSWA and any Affiliate may transfer any of the Client's personal data and other information to any party/entity set out in paragraph (c) above which are located outside of India for the purposes set out in paragraph (b) above and that such party/entity may collect, hold, process and use such data and information accordingly.

XIV. Term And Termination


- (a) It is agreed by and between the Parties that the Agreement shall commence on the date hereof and shall remain in force unless otherwise terminated in accordance with the terms of this Agreement.
- (b) The Parties to the Agreement shall be entitled to terminate this Agreement without giving any reasons to the other Party, after giving notice in writing of not less than one 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 of this Agreement shall continue to subsist and vest in / be binding on the respective Parties or his / her respective heirs, executors, administrators, legal representatives or successors, as the case may be.
- (c) FSWA may terminate this Agreement immediately without prior notice to the Client, if (i) the Client has breached this Agreement or Applicable Laws or (ii) upon the death (in case of sole account holder), dissolution, winding up, bankruptcy, liquidation or lack of legal capacity of the Client or (iii) if the Client is designated as a defaulter by any credit rating agency or any action or proceedings have been initiated by the regulator or; (iv) the Client has misrepresented facts at the time of entering into this Agreement or at the time of giving instructions or otherwise or; (v) any proceedings or investigations that involve the Client or his / her properties have been initiated or is ongoing or; (vi) the Client has violated the Applicable Laws.
- (d) Upon termination, the money and Units/Securities held with FSWA in the Investment Account may be paid or delivered (as the case may be) by FSWA, after deduction of FSWA's dues, to the Sole/First Client and the same shall be a valid and full discharge of FSWA's obligations.

XV. Governing Law and Jurisdiction

- (a) This Agreement shall at all times take effect as having been made, entered into and to be performed in the city of Gurgaon, Haryana and the Parties shall be deemed to have submitted to the exclusive jurisdiction of the competent courts/appropriate forums of/at Gurgaon, Haryana with respect to all disputes between the Member and the Client. The court of law shall only have jurisdiction for all matters referable to a court of law under the Arbitration and Conciliation Act, 1996 or otherwise.
- (b) Further, these terms and conditions and the opening and maintenance of the Investment Account are subject to and shall be construed in accordance with the laws prevalent in force in India.

IN WITNESS WHEREOF the Parties have caused this Agreement on the day and year first above written and at the places as mentioned hereinabove

First Client Holder



Name _____ Signature _____

Second Client Holder



Name _____ Signature _____

Third Client Holder



Name _____ Signature _____

Witness:

Name _____

Address _____

Signature _____

Accepted

for **Fullerton Securities & Wealth Advisors Limited**

Authorised Signatory

Place :Gurgaon Date _____

FOR OFFICE USE ONLY

Branch _____

Relationship officer's name _____

Segment _____

Risk deviation, if any: Yes No

Approving person's name: _____

Designation: _____

RM Signature

Employee ID: _____

NOMINATION

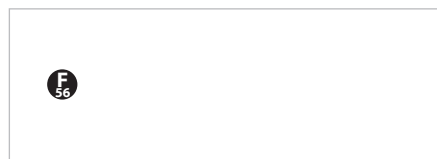
I/We _____ Address, _____ wish to nominate the following person to whom the amounts payable in respect of our investment account held with Fullerton Securities and Wealth Advisors Ltd, bearing Account no _____ may be paid in the event of my/our/my minor's death.

Name of Nominee: Mr Ms _____
 Date of Birth of Nominee: Relationship with Applicant (if any) _____
 Address of Nominee: _____

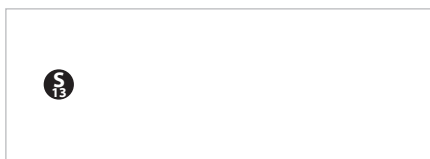
 City _____ State _____ PIN _____

Name of Guardian (in case Nominee is a minor) _____
 Address of Guardian: _____

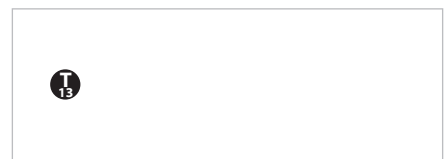
 City _____ State _____ PIN _____



Signature of First Holder
 Date
 Place _____



Signature of Second Holder
 Date
 Place _____



Signature of Third Holder
 Date
 Place _____

Signature of First Witness _____
 Name & Address _____

Signature of Second Witness _____
 Name & Address _____

Documents Checklist:

S.No.	Required	Provided	Document Type	Valid Till		
				DD	MM	YYYY
1.	Identity proof	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Passport <input type="checkbox"/> Voter ID Card <input type="checkbox"/> Driving license <input type="checkbox"/> PAN card			
2.	Address proof	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Ration card <input type="checkbox"/> Passport <input type="checkbox"/> Voter ID Card <input type="checkbox"/> Driving license <input type="checkbox"/> Bank passbook			
3.	PAN Card	<input type="checkbox"/> Yes <input type="checkbox"/> No				
4.	Guardianship proof	<input type="checkbox"/> Yes <input type="checkbox"/> No				
5.	HUF Declaration	<input type="checkbox"/> Yes <input type="checkbox"/> No				

Fullerton Securities & Wealth Advisors Limited
 Regd. office: Second Floor, Orchid Centre, Sector-54,
 Gurgaon - 122 002, Haryana, India.

NSE SEBI Regn No. : INB 231309031 (Capital Market segment)
 NSE SEBI Regn No. : INF 231309031 (F&O segment)
 BSE SEBI Regn No. : INB 011309037 (Capital Market segment)
 AMFI ARN No. : 62713

Fullerton Securities and Wealth Advisors Ltd

General Terms & Conditions



PART I: INTRODUCTION AND OVERVIEW

1. AN IMPORTANT NOTE TO ALL OUR CUSTOMERS:

Fullerton Securities & Wealth Advisors Limited ("FSWA" "we" "us" "our") provides or is intending to provide from time to time various wealth advisory services as it may be permitted to provide under law. You are also desirous of availing now and or from time to time various wealth advisory services offered by us. All FSWA products and services are offered subject to the various terms and conditions of general application set out in this document (collectively called the "General Terms & Conditions") which would govern the relationship between you and us relating to the various services provided and agreed to be availed of by you from time to time. As and when you propose to avail of a service from us, you may be required to execute such additional agreement/s or writings as may be required for specifically availing such Service or Services. You as our customer ("Client" or "Customer" or "you") are required to read before applying for or accepting any products or services offered. When you sign a registration form or apply for, accept or use any of FSWA products and services you will be confirming that you have read, understood and accepted the General Terms & Conditions and you further agree and authorize us to communicate various features, products and promotional offers from time to time, through any mode of communication that we may deem fit. If you do not understand any part of the General Terms & Conditions or require any explanation you must contact our customer service representatives and discuss the matter with them.

2. Further these General Terms & Conditions may be supplemented by additional terms and conditions as may be set out in the relevant application form. If we decide to make a specific product or service available to you, we shall issue you with specific documents which may contain additional terms and conditions specifically applicable to the product or the service (the "Specific Terms & Conditions"), such as the period of availability of the product, conditions applicable for availing of the product or service, rates and charges. Provided that in interpreting the terms and conditions applicable for a particular product or service the Specific Terms & Conditions in the application form will be supplemental to and, if inconsistent, will prevail over the General Terms & Conditions set out in this document.

2.1 From time to time we shall also introduce new products and new services and offer new third party products and services. These products and services will in most cases be subject to Specific Terms & Conditions. In case of any inconsistency, these Specific Terms & Conditions will prevail over the General Terms & Conditions. We reserve the right to vary or amend the General Terms and Condition, and the Specific Terms & Conditions applicable for individual products and services, by such notification as we may deem fit. However, in the case of our fees and charges we shall be entitled to determine and vary them from time to time after giving reasonable notice.

2.2 The variation or amendment will take effect and be binding on all customers notwithstanding the non-receipt of the notice by the customers for any reason whatsoever. Where changes are made to the fees or charges, a new schedule of fees and charges will be issued and made available upon request. Please note that when you continue to use or retain our products or services after notice of change(s) has been given you will be deemed to have accepted such changes.

2.3 These General Terms & Conditions apply to all products and services provided or applied for, as well as any future products and services which may be made available to you.

3. OUR FINANCIAL PRODUCTS ("THE PRODUCTS")

3.1 BROKING PRODUCTS

Subject always to:

- having obtained all regulatory approvals;
- our discretion; and
- having launched the particular broking product(s)

we shall make available various types of broking products to you if you meet the qualifying our internal criteria as decided from time to time. As previously stated, each product or service when designed and offered to customers shall in addition

to its own Specific Terms & Conditions contained in various documents be subject to the General Terms & Conditions and in case of contradiction of any terms, the terms of the specific documents would prevail over the General Terms and Conditions.

3.2 INVESTMENT PRODUCTS

We shall provide access to investment products from selected fund houses who will take the sole and complete responsibility for such products. We shall act solely as facilitators and take care to deal only with well known financial institutions. However investment products are susceptible to fluctuations in value and no assurances can be given that the products will generate gains or be profitable. We therefore accept no responsibility, liability or obligation in respect of such investment products. We shall act solely as facilitators of such third party products. You are expected to assess the suitability, values and benefits of such investment products before purchasing them. You may also be required to enter into additional agreements with us to avail of the said investment products.

3.3 INSURANCE PRODUCTS

We shall make available to you as our customer various insurance products issued by reputable insurance company for whom FSWA act as on corporate agent. In doing so we act simply as facilitators of third party products and therefore take no responsibility, liability or obligation in respect of such insurance products. You are expected to assess the suitability, values and benefits of such insurance products before purchasing them. In making available such insurance products for our customers we simply provide access to such products. We do not issue or administer the insurance policies, insurance cover or any other aspect of the insurance products nor do we handle or process any claims or entitlements under the insurance policies. These responsibilities and obligations are exclusively those of the insurance companies issuing the insurance products. Such insurance products are not guaranteed by us nor insured or guaranteed by any government agency. You will pay our fees (if any and as disclosed) for the insurance services rendered to you. You recognize that we or our affiliates, group companies and our sales personnel may earn or receive fees, commissions or compensation from the insurance companies providing the products. Each insurance product will have its own Specific Terms & Conditions and you must carefully read and understand such terms and conditions before purchasing the product.

4. THE CUSTOMER RELATIONSHIP

4.1 OPENING AN ACCOUNT

Our relationship with you as a customer begins when you open an account with us and you have been assigned a Client ID (CI) (see below). The term "account" used in these General Terms & Conditions is not a bank account but refers to account in our records in respect of any product or service which we may extend to you. In order to open an account with us, you will be required to complete and sign a Customer Relationship Form or forms. At such time, we shall make available the following to you:

- Additional Specific Terms & Conditions for the products or services for which you have applied; and
- Other relevant documentation and information literature.

4.2 CLIENT ID (CI)

The Client ID (CI) is a number which we shall issue to you and which will be unique to you. It will allow you to access our facilities and products and will be the reference number for all information and data concerning you and the products and services availed by you. This important number must be used with care, with the utmost confidentiality and must not be disclosed to any other person. When dealing with us you must quote your CI in order to facilitate all transactions with us. The CI remains your responsibility at all times. If a third party makes unauthorized use of the CI you will remain liable for all transactions carried out until you notify us of the loss or wrongful use and the CI is cancelled. If you are issued with more than one CI by error or otherwise you must notify our customer service representatives immediately.

PART II: TERMS AND CONDITIONS OF GENERAL APPLICATION

5. VARIATIONS IN THE APPLICABILITY OF THE GENERAL TERMS & CONDITIONS & THE SPECIFIC TERMS & CONDITIONS

All financial products (the "Products" or the "Product" in singular) and all financial services (the "Services") are offered or made available by us to you as our customer on the basis of and subject to the General Terms & Conditions applicable from time to time. The following terms and conditions constitute part of the General Terms & Conditions and are of general application governing all Products and Services offered or made available by us from time to time. In addition to the account opening form and the General Terms & Conditions, the application form by which you may be required to apply for a Product or Service may contain Specific Terms & Conditions for the Product or Service as may any confirmation letter issued to you. These will also constitute part of the contractually binding agreement between us. We reserve the right to vary or amend the General Terms & Conditions and all other applicable terms and conditions, including the various Specific Terms & Conditions, by such notification as we may deem fit. However, any accidental omission to give notice or other non-receipt of such notice will not affect the validity of the variations or amendments. The continued use of our Products or Services after notice has been given will be deemed to constitute an acceptance by you of such variations.

6. VARIATIONS IN THE RATES, FEES AND CHARGES

Our schedule of the prevailing rates, fees and charges will be published periodically (on the website or otherwise) and a current copy will be issued to you upon opening an account with us. Copies are also available from our customer service representatives on request. We shall be entitled at our discretion to vary from time to time all our rates, fees and charges applicable by giving reasonable notice. The variations will apply as of the

dates specified in the notice of change. Where variations are made as to rates, fees or charges, a new schedule of fees and charges will be published and made available upon request.

7. TRANSACTION LIMITS

We may from time to time impose transaction limits (such as minimum or maximum transaction amounts) or vary the frequency of permitted usage in connection with our Products and Services. As part of Risk Management Process, we may not take orders in certain scrips/contracts. We may accept only sell orders in certain scrips/contracts.

8. DOCUMENTATION & EXTENSION OF FACILITIES

We may from time to time also offer or extend our various facilities, Products and Services to you. In the absence of comprehensive new documentation all existing documentation, including the General Terms & Conditions, between us shall be deemed to be applicable to the new Product or Service. We may at our discretion request you to re-submit any particular documentation to us in order to process your application for our Products or Services. Please note that all applications and other documentation received from you will remain our property whether or not we make available the requested Products or Services.

9. CONFIDENTIALITY

9.1 We shall treat all information concerning you as confidential unless it is information already in the public domain. We shall not disclose information concerning you to third parties, save that we shall be entitled to disclose information and documents concerning you to:

- (a) our branches, holding companies, subsidiaries, representatives, business partners, affiliates and agents;
 - (b) credit verification and credit reporting agencies;
 - (c) debt collection agencies engaged in respect of your debts and accounts.
 - (d) lawyers, auditors and other professional advisors or consultants engaged by us, any data processing and statistical risk analysis purposes, customer relationships, general advice or otherwise in the ordinary course of our business;
 - (e) any judicial, regulatory, police, or governmental authority which has jurisdiction; and
 - (f) any third party to whom we shall have contracted or outsourced any of our services or administrative functions provided that we may obtain an appropriate confidentiality undertaking (as determined by us) from such party.
- 9.2 We shall also be at liberty at all times to obtain information about you from third parties such as credit bureaus, banks, retailers and government/regulatory bodies.
- 9.3 You will treat as confidential (both during and after the termination of the relationship between us) any information learned about us, including without limitation, our investment strategy or holdings or our Products or Services. You will not disclose the same to any third party without our written consent. These obligations shall not apply to information which (a) is, or becomes, known to the public, (b) is received by you from a third party entitled to disclose it, or (c) is disclosed to competent government authorities or courts or other tribunals in accordance with the requirements of applicable law.
- 9.4 You understand that failure to supply information or data may result in FSWA not being able to open, continue or establish accounts for you, or to establish or continue any facilities that may already have been provided, or to provide other financial services to you.

10. NON-SOLICITATION & NON-DISTURBANCE

We may provide information about you to our branches, call centers and third parties for marketing campaigns and solicitation for products. However, if you have expressly notified us in writing that you do not wish to be subject to any marketing approaches we shall make every effort to ensure that you are not contacted or solicited in the course of our marketing campaigns.

11. TERMINATION

- 11.1 Our relationship shall commence on date hereof and shall remain in force unless otherwise terminated in the manner as given hereunder.
- 11.2 Our relationship with you as a customer maybe terminated for any of the following reasons:
- (i) termination by you at any time at your discretion if you wish to cease using our Products or Services;
 - (ii) at the option of either one of us in the event of breach by the other. of the applicable terms and conditions or agreements between us;
 - (iii) by order or direction of any regulatory, judicial or governmental authority;
 - (iv) our belief acting in good faith that the source of your funds is not legitimate or the funds are in breach of any law or regulation;
 - (v) failure by you to comply with any money laundering or other legislation and requirements thereunder, whether statutory or introduced by us.
 - (vi) failure to meet the obligatory terms as agreed or as advised for the provision of any Products or Services;
 - (vii) death or legal disability on your part, winding up, bankruptcy, liquidation or lack of legal capacity or if you are designated as a defaulter by any credit rating agency or any action taken or proceedings initiated against you by any regulator including without limitation SEBI;
 - (viii) initiation of any proceedings or investigations involving your properties;
 - (ix) you fail to maintain the designated bank/demat account;
 - (x) you have breached the terms of this General Terms & Conditions or any agreement/arrangement entered hereunder.
 - (xi) any activity, which in our view, indicates intent to misuse our facilities, Services or Products or to defraud us or any related party; and
 - (xii) termination by us at any time at our discretion without having to give any reason therefor.

In the event of termination you (or, as the case may be, your estate) will immediately settle and pay to us any monies due and owing to us and discharge all your liabilities and obligations in respect of any of our Products and /or Services or otherwise due to us, despite any prior or other agreement that may exist between us as regards such Products and /or Services.

12. LATE PAYMENT CHARGES

If you do not make a required payment on the due date we shall have the right, in addition to any other remedies which we may have, to levy late payment charges as well as default interest in respect of the amount which should have been paid. The rate of the default interest will be stipulated by us from time to time.

13. NOTICES AND COMMUNICATIONS

13.1 Your postal address, email address, fax number and telephone number as set out in the account opening form shall be taken as definitive for the purpose of sending notices and other communications to you. Any legal notices to be given or made shall be in writing. Such notice shall be deemed to have been duly given or made when it shall be delivered by hand, mail or telegram to you at your respective address. The particular means of communication used by us will be at our option. In the event of any change in particulars you are required to promptly notify us in writing of such change. Any change in particulars will only be effective as of the time we receive actual notice of such change.

You do hereby agree and undertake to immediately notify FSWA in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree is passed against you or any garnishee order has been served upon you in respect of your obligations to a third party or any decree or award has been passed against you or if any litigation which may have a material bearing on your capacity has been filed against you.

13.2 We may at our discretion facilitate or make available our Services and Products through the use of automated teller machines (ATMs), telefax, facsimile, email, internet communications, telephone or mobile telephony including short messaging services (SMS). In such cases we shall notify you of the availability of the facilities and the procedures applicable. We may require you to enter into a separate agreement for these facilities which will supplement and, in case of inconsistency, prevail over the General Terms & Conditions. Such facilities and communications carry risks and the risk of any losses occurring by use of these facilities and means of communication will be entirely yours. In particular, where we communicate with you through the internet or email at your request, or acquiescence, you will accept sole responsibility for any loss or damage caused by any mis-delivery or non-delivery of communications. All communications or correspondence in electronic form shall be deemed to have been delivered when such electronic communication enters the computer resource as designated by you. Further with respect to electronic communications, dispatch and receipt of the same, shall be governed by the provisions of the Information Technology Act, 2000.

13.3 If we decide in our discretion to provide facilities or accept your application or request for Products or Services through the telephone or the telefax or facsimile ("fax") then pending any specific agreement the following shall apply:

- (a) Instructions or other communications from you by telephone or fax shall be valid and binding on you and we may at our discretion act on such instructions. We have the right at all times to decline to accept any telephone or fax instructions without giving any reason.
- (b) You will abide by and observe any security protocol that we establish for telephone and/or fax communications. In particular you will keep confidential and be responsible for passwords and other identification information and will not permit any other person to use telephone or fax communications on your behalf.
- (c) We shall be at liberty to act on instructions or authorizations that we or our staff believe in good faith were issued by you without having to seek confirmation, even if it transpires that the instructions were not in fact issued by you.

13.4 If we decide to act on communications with you by telefax, fax, email, internet, telephone or mobile telephone including SMS, you as the customer accepting the risks will indemnify us against all costs, claims, loss or damage resulting from our acting on such communications.

13.5 We may record all communications through these various means for record keeping, training and security purposes. You will be taken to have consented and authorized us to make such recordings.

13.6 Please note that all such recordings and all our books, records and accounts will be conclusive and binding as will any certificate or statement of account issued by us, unless there is an obvious error or omission.

13.7 Further, if you experience any difficulty in opening or viewing any such electronic communications, you shall promptly inform FSWA, no later than 24 hours from the receipt of such electronic communications. FSWA may at your request and at its sole and absolute discretion send a duplicate physical copy or otherwise of such electronic communications..

13.8 Unless you inform FSWA of the change of address for communication in writing, all notices, circulars, communications or mail sent to the address last known to FSWA shall be deemed to have been received by you irrespective of whether they are actually acknowledged by you or not.

14. PAYMENTS

14.1 You may pay the amounts due to us on account of our Products and Services, late charges, other charges or payment due by personal cheques, online payment gateways or any other means acceptable to us.

14.2 Please note that if a cheque issued by you is returned unpaid we shall debit your account with, and be entitled to collect, the amount of the cheque together with charges and costs incurred by us in respect of the unpaid cheque. If any cheque issued by you is dishonored for lack of funds we reserve the right to terminate the provision of all Products and all Services to you and demand the immediate repayment of all monies due and outstanding from you.

14.3 Where payment is made by cheque, transfers, payment gateway or otherwise we shall only credit the relevant account or make the relevant payment on your behalf when we receive cleared funds and have had reasonable time to administer the credit. This excludes non-business days, such as weekends and holidays, and you should allow for such time. You should take into account reasonable cheque clearing times so as to ensure that funds are received for the required accounts prior to any due date so as to avoid late fees or penalty charges.

14.4 Cheques deposited with us as security for repayments or fee charges for Products and Services may be retained by us for a limited period after provision of the Products or Services has terminated or ceased.

15. TRANSFER, ASSIGNMENT AND OUTSOURCING

We are entitled to sell, transfer, assign, discount, pledge or charge as security to any third party organization some or all our rights or obligations under or in respect of any Product or Service provided to you without notice to you or without your consent. In particular, we shall be at liberty to sell, transfer, pledge or assign any or all of our business or activities to a third party or we may merge our business with that of a third party. In all these cases the General Terms & Conditions and the various Specific Terms & Conditions shall continue to govern and apply to all customers, Products and Services. You as a customer may only assign your rights and obligations with regard to a Product, Service subject to our prior written consent. We may also, at our sole discretion and without requiring any customer consent, delegate or outsource any one or more of the administrative, accounting or service functions in connection with the Products and Services to any third party service provider we select in good faith.

16. AUTHORIZATION

When required by FSWA, you shall have the option to execute and deliver in favour of FSWA, a power of attorney in the format specified by FSWA authorizing FSWA or any person appointed by FSWA in this behalf to do acts on behalf of you as may be required by FSWA in order to render the Products and Services. In the absence of availability of such POA, we may not be able to offer such product and service.

17. FORCE MAJEURE

We shall not be liable to you for any delay or nonperformance of our obligations in respect of any Products or Services arising from any cause beyond our reasonable control including, without limitation, act of God, governmental act, war, fire, flood, explosion, natural disaster, civil commotion or riots. In such event we shall resume performance of our obligations as soon as reasonably possible after the removal of the cause.

18. WAIVER

We may at our discretion waive compliance with any of the General Terms & Conditions or other terms and conditions as applicable but this will not prejudice or become a waiver of our rights and benefits generally. We shall still have the right to fully enforce terms and conditions at a future date.

19. OUR RIGHTS AND LIABILITIES

19.1 Subject as above, we are not liable for any act or omission of any third party in respect of any facility, Products or Services, nor are we liable for any loss, damage or claims.

19.2 All our rights under these and other applicable terms and conditions shall be in addition to and independent of any securities, agreements and obligations you may have with or towards us.

20. MATERIAL INTERESTS AND CONFLICTS

FSWA shall be entitled to enter into any transactions for you or provide any service to you notwithstanding that FSWA and/or any affiliates may have a material interest in the transaction including proprietary positions or any resulting transactions or a relationship which gives rise to a conflict of interest. FSWA shall have no obligation to disclose such conflict of interest to you.

21. REPRESENTATIONS AND WARRANTIES

21.1 You represent, warrant and undertake on an ongoing basis that:

- (a) All information and documents provided and the statements provided by you shall be true and not misleading (whether by reason of an omission to state a particular fact or otherwise).
- (b) You have read and understood and agree that you shall from time to time regularly continue to read and understand, the terms and conditions and other information on FSWA's website, the stock – exchange provisions, rules, regulations, government notifications etc.
- (c) You shall inform us at the earliest of any change in the information provided by you to us.
- (d) There are no prior or pending criminal proceedings or proceedings related to financial crimes against you or investigations or enquiries or any negative reputation issues or no actions have been taken by SEBI, RBI, NSE, BSE, NSDL and/or CDSL involving you and in the event of any such issues or proceedings are commenced against you, you shall keep FSWA informed.
- (e) You are not prohibited in any manner from dealing in securities.
- (f) You possess the required legal capacity to enter into arrangements and execute transaction with us and you are capable of performing, will continue to perform and will take all steps necessary to continue performing the obligations and undertakings hereunder.
- (g) Each transaction or order or request under the various Products or Services availed by you are your valid and legally binding obligations, enforceable in accordance with their terms, and each person acting on behalf of you, including in making orders or requests on behalf of you, is duly authorized by you to do so.
- (h) You shall comply with the confidentiality obligations as provided hereunder or as may be applicable to you from time to time.
- (i) All actions required or desirable to be taken to ensure compliance with all the applicable laws to enter into, exercise rights and comply with the obligations hereunder have been taken or effected and are in full force and effect and will continue to be taken, including any approvals or authorizations required as well as disclosure requirements and regulatory reporting obligations and you will provide proof of the same to FSWA as may reasonably be required.
- (j) In the event, you are a foreign institutional investor/non-resident Indian / person of Indian origin, you do hereby acknowledge that you are aware of the RBI guidelines in relation to your investments in the secondary market in India. You do hereby agree to keep yourself abreast of the ceiling limits on investments as published by RBI and/or other relevant authorities from time to time and also agree that you shall immediately reverse your transaction, if such transaction breaches the ceiling limits as imposed by RBI. In case you do not or are unable to reverse such transaction immediately, you do hereby authorize FSWA to do so.
- (k) You or your family is not a politically exposed person, senior public figure or a celebrity. In the event of change of status, you shall promptly inform FSWA of the same.
- (l) You shall not close, freeze or pledge either the bank account or the demat account designated for the purposes under this Agreement or for availing Products or Services offered by FSWA, if there are any pending obligations or dues to FSWA.
- (m) You have the necessary infrastructure and/or equipment needed to avail online services or telephone services and you shall be responsible for any losses consequential and/or incidental caused due to insufficient infrastructure and/or equipment to avail such facility.
- (n) You agree that:
 - (i) Instructions given by you to depository participant to block securities in or to debit or transfer from demat account in connection with a transaction entered into or to be entered into by you with or through us will be given first priority over any prior or subsequent other instructions or cheques given or issued by you or an authorised representative;
 - (ii) Securities once blocked on our instructions as a POA holder in connection with a transaction entered into or to be entered into by you

with or through us can be released only with the express written consent of FSWA to depository participant; and

- (iii) If we have given any blocking, holding, debit or other instructions in respect of any securities in any demat account in connection with a transaction entered into or to be entered into by you with or through us and the depository participant receives transfer, debit or other instructions in respect of such securities from you or any other person, then the depository participant shall first give effect to the first-mentioned instructions.

22. EXCLUSIONS AND GENERAL INDEMNITY

22.1 We shall act in good faith at all times and provide our services on a best efforts basis. Other than this obligation, we shall not be liable or responsible for any default, defect, shortcoming or loss in providing the services, and we shall not be liable for any loss or damage howsoever caused or arising.

22.2 Neither us, nor any of our affiliates nor their respective financial advisors shall in any circumstances be liable for any loss, cost, liability, expense or damage (including without limitation all reasonable legal fees and expenses) arising from:

- (a) any act or omission in the course of or relating to the activities except to the extent that such loss is caused by their willful default, fraud or gross negligence;
- (b) any act or omission of any agent or third party including employees and directors of FSWA who performs services;
- (c) any failure, interruption error, omission or delay in performance of their obligations or in the transmission/delivery of information resulting from acts, events or circumstances not within their reasonable control including but not limited to war, acts of terrorism, civil disorder, industrial disputes, natural calamities, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or Internet or network failure, software or hardware errors;
- (d) your inability to avail of Products or Services for any reason whatsoever; or
- (e) incomplete /incorrect data or information provided to FSWA over the phone/internet and/or any error in the execution of any request due to such incomplete/incorrect data.

22.3 In no event shall FSWA, any of its affiliate or any of their respective employees be liable for any indirect, consequential losses, howsoever arising. Further, the liability of FSWA in no event shall exceed the fees paid by you.

22.4 FSWA does not guarantee the timeliness, sequence, accuracy, completeness, reliability or content of market information or messages disseminated to you.

22.5 You acknowledge that trading over telephone or internet involve many uncertain factors and complex hardware, software systems, communication lines, etc which are susceptible to interruptions, disturbances and dislocations and the Products and Services may at any time be unavailable without further notice. FSWA makes no representation or warranty that the Products or Services will be available to you at all times without interruption. The Products and Services are provided on an "as available" basis without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose.

22.6 You acknowledge that trading over the internet may be susceptible to internet related problems like unauthorized usage and hacking. Client is responsible to keep the virtual identity confidential.

22.7 You will indemnify us and hold us harmless against any loss, damage, liability, costs and expenses, whether legal or otherwise, which we may incur by reason of:

- (a) any breach by you of these and other applicable terms and conditions;
- (b) by reason of our enforcing any of our rights under such terms and conditions; or
- (c) violation/contravention of applicable law by you;

22.8 All costs and expenses incurred by us on account of enforcing such terms and conditions will likewise be reimbursed by you.

22.9 We shall act at all times in accordance with all applicable laws, regulations or rules and the terms of agreements. If in doing so we act contrary to any instructions you may have given us, we shall not be liable for any loss or damage howsoever caused or arising.

23. DISCLAIMER

You agree and understand that:

- (a) All decisions to avail Products or Services, make investments and divestments are based on your own evaluation of, the financial circumstances and investment objectives. This extends to any decision made by you on the basis of any information that may be made available to you pursuant to the online/telephone services or meetings with FSWA's employees or personnel, research reports or through FSWA's website or through any other media. All decisions taken by you to invest or disinvest are independent of any advice, solicitation or information received by you from FSWA.
- (b) Any information provided by FSWA through any medium based on the research of FSWA or other external sources is subject to domestic and international market conditions and FSWA does not guarantee the availability, performance or otherwise of any securities or mutual funds and such research reports are merely an estimation of certain investments, and FSWA has not and shall not be deemed to have assumed any responsibility for any such information.
- (c) You should seek independent professional advice and/or tax advice regarding the suitability of any investment decision whether based on any research reports/advice or information provided by FSWA through FSWA's website or otherwise.
- (d) In the event you receive or access any investment research reports, computerized online services or sms or any investment or other recommendations or advice from FSWA or any employee or any official of FSWA or affiliates, the same is on a non-liability, no-guarantee and no-obligation basis.
- (e) Any research material or report received, accessed or made available to you is for information purposes only and does not and shall not in any manner constitute a recommendation /solicitation /advice to buy or sell any of the securities or as investment advice.

- (f) You may not receive any research reports or information at the same time as other clients/ customers or may not at all receive or be given access to any such research reports or information. Making any research reports or information available to any customer is entirely at the discretion of FSWA. FSWA is under no obligation to take account of any such reports or information when it deals with or for the customers and/or executes or acts upon any transaction request or order or any further act or deed required thereunder.

24. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

- 24.1 The General Terms & Conditions shall be governed by and construed in all respects in accordance with the laws of the Republic of India.
- 24.2 While availing our Products and Services you shall always be subject to government notifications, any rules, regulations, guidelines, circulars and judicial pronouncements.
- 24.3 It is your sole responsibility to keep yourself informed of any changes, updates, amendments or additions to the applicable laws and FSWA shall not be liable for any loss suffered or otherwise incurred by you as a consequence of your failure to do so.
- 24.4 In case you are a non resident Indian, you additionally agree to abide by the Foreign Exchange Management Act, 1999 and the rules and regulations issued thereunder from time to time and other applicable laws and any law, regulation or rule in your jurisdiction, relating to tax, foreign exchange and capital control and for reporting or filing requirements that may apply as a result of your country of citizenship, domicile, residence or tax-paying status.
- 24.5 Unless otherwise agreed in writing by FSWA, FSWA and you shall in no circumstances be considered as persons acting in concert or as persons co-operating with each other directly or indirectly or as persons having a common objective or purpose of substantial acquisition of shares or voting rights or gaining control over any company, whose shares are purchased by FSWA for you or on your behalf.

25. GOVERNING LAW AND DISPUTE RESOLUTION

- 25.1 The Products and Services as well as these General Terms & Conditions and all variations, additions and amendments to them from time to time and all other applicable terms and conditions including the various Specific Terms & Conditions shall be governed by the applicable laws of India
- 25.2 Any dispute or difference between FSWA and any customer arising in respect of or touching upon any transaction, any of the Products or Services, the General Terms

& Conditions and various Specific Terms & Conditions will be submitted to the jurisdiction of Gurgaon.

26. ARBITRATION

It is hereby agreed that any controversy, claim or dispute arising out of or in relation to the interpretation, application or effect, or the rights and liabilities of the parties arising hereunder, shall be resolved under the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The sole arbitrator shall be appointed by FSWA and the arbitration proceedings shall commence within seven days of appointment of the arbitrator. Both the parties shall extend full co-operation to facilitate completion of the arbitration proceedings within sixty- (60)-days from commencement of the arbitration proceedings. The venue of arbitration shall be Gurgaon. The award of the Arbitrator shall be final and binding on the parties. The unresolved disputes related to stock broking shall be referred to the arbitration mechanism of the Stock Exchange.

27. AMENDMENT

FSWA may at any time amend this General Terms & Conditions or any other writings or annexures by modifying or rescinding any of the existing provisions or conditions or by adding any new provision or condition, by providing written notice to you. The continued use of FSWA's Products or Services by you shall constitute acknowledgment and acceptance of such amendment/s by you. If the rights and obligations herein are altered by virtue of any change in the applicable laws, such changes shall be deemed to have been incorporated herein in modification of the existing rights and obligations.

28. SEVERABILITY

The invalidity or unenforceability of any provisions of these General Terms & Conditions in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this General Terms & Conditions in such jurisdiction or the validity, legality or enforceability of this General Terms & Conditions, including any such provision, in any other jurisdiction, it being intended that all your and FSWA's rights and obligations hereunder shall be enforceable to the fullest extent permitted by law.

29. INTERPRETATION

- 29.1 The heading of each provision hereof is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligation set forth in each such provision.
- 29.2 In this General Terms & Conditions, reference to the singular includes the plural, and any reference to the plural includes the singular, and words importing the masculine gender shall include the feminine gender and neuter gender and vice-versa.

PART III: THE SERVICES

30. ONLINE SERVICES

The following provisions together with any terms and conditions shown on the relevant website or application forms will apply to all Products and Services provided by us through the internet from time to time (the "Online Services") and administration of such Products and Services.

- 30.1 You will be obliged to pay any applicable fees, expenses and charges applicable in respect of the Online Services provided.
- 30.2 Any transactions or instructions given through the Online Services will be irrevocable and unconditionally binding on you. You accept that you will make use of the Online Services entirely at your own risk and responsibility.
- 30.3 Our records of all transactions and instructions conducted through our Online Services will be binding and conclusive in the absence of obvious error or omission in such records.
- 30.4 You accept that any security procedures we implement for our Online Services are reasonable and adequate. For your part you will keep your CN and the personal identification number (the "IPIN") or password supplied to you or created by you for the purposes of the Online Services confidential and prevent the same from being disclosed to third parties or unauthorized persons. You will be fully responsible for the safe keeping of all numbers and passwords as we accept no responsibility or liability for any fraud or damage arising as a result of loss or compromise of the IPIN.
- 30.5 We shall not make any investigations regarding the identity of the user using the Online Services in your name other than making reasonably sure that the appropriate passwords and identification or security methods have been applied. Any use of the Online Services by unauthorized third parties will be solely your responsibility unless you have advised us of the possibility of such unauthorized use and we have had reasonable time to terminate access by unauthorized parties by changing the various security and authentication codes.
- 30.6 All information stored on the Online Services belongs entirely to us.
- 30.7 We shall be at liberty to:
- take such steps as we deem necessary to restrict access to the Online Services;
 - introduce additional or alternative security measures for authentication purposes; and
 - restrict or terminate your use of the Online Services.
- 30.8 Whilst the Online Services are provided by us and through our facilities we shall not be responsible or liable in any manner for any of the following:
- failure to make available or accessible any Online Services due to technical, network or other malfunction or breakdown, routine maintenance or upgrades;
 - any errors or omissions or any loss or damage that may occur or arise as a result of any malfunction or failure of the Online Services or otherwise howsoever;
 - any additions, deletions, variations or changes to the Online Services and its use or the terms and conditions under which it is available or daily cut-off times;
 - any partial, incomplete or failed transaction or payment; or

- failure of any equipment or software provided by third party software providers, service providers and network providers (including but not limited to telecommunications providers, Internet browser providers and Internet access providers), or any agent or subcontractor of any of the foregoing.

- 30.9 Whilst we shall provide the Online Services in a good faith and best efforts basis, we shall not be liable for any loss, damages, costs, or claims incurred by you howsoever caused. In particular we shall not be liable for any financial loss due to online fraud.
- 30.10 We are unable to guarantee the accuracy, completeness and timeliness of information provided through our Online Services. We may vary, amend or change the information and the website linked with our Online Service.
- 30.11 We shall not be liable for or responsible for any damage or loss caused by any computer virus, computer code or programming device used in connection with our Online Services, or by any corruption, disruption or damage to information, software, hardware, data or property by reason of or incidental to the use of our Online Service;
- 30.12 We reserve the right to decline to process or honor on line instructions or communications.
- 30.13 We may terminate your use of the Online Services at any time in our discretion without having to assign any reason.
- 30.14 We shall notify you from time to time of the internet software required for using our Online Services and where possible assist in helping you access it. However, we are not obliged to support all versions of the internet software. You will remain responsible for upgrading your software, hardware and operating system from time to time so as to be compatible with ours.
- 30.15 Any hyperlink on our website is for information purposes only and for your convenience. We shall not analyze or investigate such links. The inclusion of a hyperlink does not imply any endorsement of the material on such site.
- 30.16 Certain correspondence such as the online password and e-statements will be delivered to you through the email address registered with us. Emails will be sent to you through the public network. You must immediately change the password and/or PIN numbers as soon as you receive them. Thereafter, you should change such numbers periodically. We shall not be responsible for any failure or delay in delivery or for the loss of data or confidential information or for misdelivered e-mails.
- 30.17 Whilst we shall provide internet security we cannot guarantee complete protection against internet fraud, hacking and other actions that could affect customer transactions or any other instructions to us including delays or failures in processing the transaction or instructions.
- 30.18 You agree and undertake:
- not to use any software or material which you know or have reason to suspect contains any viruses, malicious code, or damaging components which may interfere with the operation of the Online Services or corrupt data or software on or provided through the Online services;
 - not to transmit any materials or information through the On Line Services which may be offensive, indecent, defamatory or which may not be lawfully disseminated under applicable laws or which you know or have reason to suspect contains any viruses, malicious code or damaging components.

- 30.19 You will be solely responsible for ensuring the accuracy, adequacy, and completeness of the electronic instructions and that we shall not be obliged to verify the accuracy,adequacy and completeness of such instructions.
- 30.20 We shall not be liable for any loss, damage, or expense suffered by you as a result of:
 - (a) electronic instructions being inaccurate, inadequate or incomplete in any way;or
 - (b) any failure, refusal, delay or error by any third party through whom any such electronic instructions are transacted.
- 30.21 Online instructions will not be deemed to have been received by us unless you receive confirmation of receipt. In the event of non-receipt, your instructions will not be carried out or processed and we shall not be liable for any loss,damage,or expense which thereby arises.

31. STATEMENTS

We shall issue statements of accounts (either in physical form or electronically) periodically for your convenience for the products and services which you may have with us. These periodic statements of accounts will be conclusive and binding on you unless you object within the time period as set out in specific statements

32. EMAIL STATEMENTS

- 32.1 We may at our sole discretion provide statements by email to our customers who have applied for and requested such email statements.
- 32.2 If you request email statements,you would do so on the understanding that such means of communication have an inherent risk of the data and confidential information being accessed, seen by or manipulated by other parties.For this reason you will agree to waive any right or claim of action they may have against us or our employees or offices in this regard.You will also unconditionally and irrevocably undertake to indemnify us,our employees, officers and representatives against all losses, costs, damages or expenses arising by the provision of email statements.
- 32.3 We shall be at liberty to terminate or restrict the availability or use of the email statement service at our discretion at any time without assigning any reason therefore.
- 32.4 There may be charges for this service.
- 32.5 You must notify us of any discrepancy,omission,inaccuracy or wrong entry in an email statement within seven (7) days from receipt of the email statement. Upon expiry of this period,you will in the absence of notification be deemed to have received and accepted as true and correct all the entries to the email statement.
- 32.6 Your contractual and other obligations to us including the obligation to make any and all payments due will remain irrespective of the receipt or non-receipt of the email statement.

33. TELEPHONE SERVICES

- 33.1 Our telephone centre will make available to you a range of services through the telephone including information regarding status of and balances on your account for the various Products and Services,extended information on the Products and Services, receipt of limited instructions and applications, provision of application forms and materials and such other services as the centre may be designed to provide. Please note that the range of services provided by telephone may change from time to time. All telephone communications with our telephone customer service personnel may be recorded for the purposes of storage, verification, training and ensuring required customer service levels.
- 33.2 When making available our telephone customer service facility,we shall issue you with a telephone personal identification number ("TPIN") as security for the use of this service.The TPIN must be kept confidential and must not be disclosed to any other person. You will be fully responsible for the safe keeping of all numbers and passwords as we accept no responsibility or liability for any fraud /or damage arising as a result of loss or compromise of the TPIN.
- 33.3 We shall accept your instructions over the telephone using our telephone services on the basis that you will fully indemnify us and hold us harmless against any consequences, claims, proceedings, damages or losses which may arise or may be incurred by reason of our acting in good faith on your instructions and carrying out instructions from you or purporting to be from you.Other than to undertake our standard security checks we shall be under no obligation to verify that the instructions are from you.
- 33.4 In using this service you acknowledge that we may deal with and provide information to any party who purports to be the customer,provided that the customer verification procedures in force from time to time have been followed by our personnel.
- 33.5 The use of the telephone service is personal only to you and you must not permit any third party to use this facility on your behalf. Any liability or responsibility for third parties who access such services in your name will be

borne by you unless we are grossly negligent or in wilful default.

- 33.6 We are not liable for any loss or damage incurred by reason of any error,failure to provide the service, provision of erroneous information, failure to act on instructions or otherwise howsoever unless the same is shown to have been caused by our gross negligence or wilful default.
- 33.7 You may change various personal identifications details using our telephone services once your TPIN is validated and the security measures have been complied with. However, in making available this service to you we take no responsibility for any consequences,costs,claims or damages arising.

34. ALERTS

- 34.1 From time to time we may make available an alerting service by using SMS or emails to send messages alerting you on various matters concerning your accounts and our Products and Services. These would include, for instance, alerts as to payments due, expiry of a Product or Service,introduction of new or improved Products or Services, or outstanding balances in respect of Products or Services.The service may also alert you to any actual or potential defaults in your payment or other obligations.
- 34.2 You may be required to register for the service in order to make use of it.The registration will also constitute registration for our online services and your acceptance of the General Terms & Conditions.
- 34.3 Whilst we shall use our best reasonable efforts in providing the alerts and information, we do not accept any liability or responsibility whatsoever for (i) any failure or lapses in the alerting service or (ii) the content or nature of the information sent to you by or through the alerting service or (iii) information which may have been omitted to be sent or sent in error.
- 34.4 We may send you additional information from time to time on our Products and Services. In the event that you do not wish to receive or continue receiving such information please notify us in writing or through other available channels.
- 34.5 In the event that any change in the communication details concerning the alerting service, including your mobile number, email address, or account number, it will be your responsibility to notify us in writing in adequate time and ensure that the new details are entered in our records.
- 34.6 The alerts that you receive will be based on the information that you have selected as being required. This information may be selected at the time of registration or notified to us thereafter through established means. The responsibility for setting the required information alerts and for the use of this service in a proper and effective manner is entirely yours.
- 34.7 You may give us instructions to vary the nature and content of the alerts that you receive either by written notification in our standard forms (if any) or other accepted means of written communication or alternatively through our telephone services.Your instructions will be implemented after they have been subjected to our internal verification processes.
- 34.8 The alerting service will only be available to you if you are within the coverage area of the cellular service operator we select. We take no responsibility for any defects, failure of delivery or malfunction by the cellular service operator or its services. In particular, we shall not be responsible for the quality of the service provided by the cellular service operator or any third party service provider and make no guarantee and give no assurances as to the delivery or accuracy of the alerts.
- 34.9 We may at any time discontinue this service at our sole discretion.
- 34.10 The tariff for our fees and charges for use of the alerting service will be set out in a schedule of tariffs which we shall make available to you on registration for the alert service either by SMS or E-Mail or by post or by displaying on website.
- 34.11 If you wish to cease using the alerting service you will cancel it by written request to us.
- 34.12 However notwithstanding any such cancellation,you will remain liable for all alerts and other transactions that occurred prior to our terminating the service.

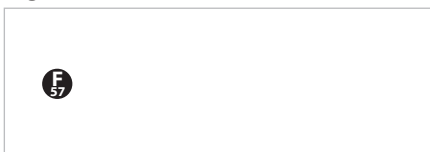
35. REMITTANCES

- 35.1 In conjunction with other financial institutions we shall provide a service to our customers for the quick and convenient remittance of funds.The charges and fees for this service will be notified to customers from time to time.
- 35.2 The terms and conditions governing the remittance of funds may be specified on any application form provided for the purpose or by posting on our website. In addition you acknowledge that the terms and conditions of the external financial institutions involved in providing the service shall also apply.
- 35.3 We shall provide our services on a best efforts basis but shall not be responsible or liable for any loss or damage arising and howsoever caused by reason of the remittance or failure to remit funds on your instructions unless such loss or damage has been caused by our gross negligence or wilful default.

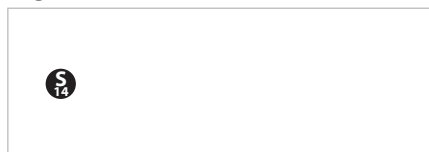
I have read, understood and accepted the Fullerton Securities Terms and Conditions. I confirm that copies of these terms and conditions have been made available to me and I understand they will also apply in the form then prevailing to all Fullerton Securities or Fullerton Securities provided products and services made available to me in future.

DATE : _____

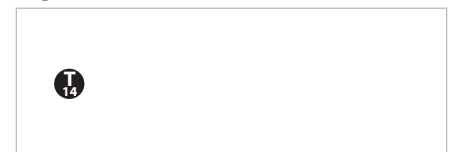
Signature of 1st Holder



Signature of Second Holder



Signature of Third Holder



Check List of documents for Client Registration Form, Trading and DP

Sr. No.	Particulars	Availability	
		Yes	No
1.	Copy of PAN card with clear photograph (Mandatory for all Applicants)	<input type="checkbox"/>	<input type="checkbox"/>
2.	Proof of Identity (Copy of any one of the following mandatory for all Individual applicants or Authorised signatory or Karta)		
	<ul style="list-style-type: none"> Copy of PAN card with clear photograph Voter ID Card Passport (Please check for expiry) Driving License (Please check for expiry) Identity Card/document with applicant's photo, issued by Central / State Government and its Departments, Statutory / Regulatory Authorities, Public Sector Undertakings, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc. to their Members 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
	Additional Proof required for Minor's Account		
	<ul style="list-style-type: none"> Date of birth of minor (Birth certificate, school leaving certificate, passport copy, PAN) Guardian's proof of identity (as per above list) Photograph of Minor & Guardian 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
3.	Proof of Address (Address page copy from any one of the following - Mandatory for all applicants)		
	<ul style="list-style-type: none"> Ration Card, Passport, Voter ID Card, Driving License, Bank passbook (should be first holder), Bank statement*, Bank Passbook with name & address mentioned of holder <small>* Latest month Bank Statement (If computer generated statements then bank's seal and signature of bank official required on it)</small> Original bank statement (showing name of the BO, address of the BO and bank transaction during a period, printed on the bank stationary) self attested by the customer alongwith a cancelled cheque (In Original) pertaining to the said bank account, without bank attestation as mentioned above, provided that such original bank statement is not more than 2 quarters old. Verified copies of electricity bills (not more than two months old), residence landline Telephone Bills (not more than two months old) (MTNL/BSNL), Leave and License Agreement / Agreement for sale (Duly notarised), property purchase Agreement, Self-declaration by High Court & Supreme Court judges, giving the address in respect of their own accounts. Identity card / document (For Flat allotted) with address, issued by Central/State Government and its Departments, Statutory / Regulatory Authorities, Public Sector Undertaking, Public Financial Institutions, Colleges affiliated to universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their members Registered Agreement of residence. 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

Sr. No.	Particulars	Availability	
		Yes	No
	Additional Proof for Minor:	<input type="checkbox"/>	<input type="checkbox"/>
	Guardian's residence proof • Flat Maintenance Bill (for Broking account only)	<input type="checkbox"/>	<input type="checkbox"/>
	Proof of Signature (Copy of any one of the following mandatory for all Individual applicants or Authorised signatory)		
	a. PAN Card copy	<input type="checkbox"/>	<input type="checkbox"/>
	b. Passport copy	<input type="checkbox"/>	<input type="checkbox"/>
	c. Driving licence	<input type="checkbox"/>	<input type="checkbox"/>
	d. Bank's signature Attestation on letter with photograph of customer	<input type="checkbox"/>	<input type="checkbox"/>
4.	Other Document Required for all the applicant(s)		
	<ul style="list-style-type: none"> All cheques should be drawn in favour of Fullerton Securities & Wealth Advisors Limited for Account Opening charges Proof for ISA should be self attested. In person verification stamp needs to be affix on each document proof and RO/CSE needs to sign for verification done. Signature of First / Sole holder on all pages of the Broker - Client Agreement Signatures of all the holders on DP Client Agreement Signature of guardian, if any of the holder or nominee is a minor. Signature of all the holders on Power of Attorney Copy of a canceled Cheque Leaf/copy pass book/copy bank statement containing name of the constituent/Letter from the banker certifying the account No. of entity/individual and period from which the account is in operation. Copy of latest DP Statement \ Copy of DP Client master or a letter from the DP Certifying the Account number. (If operating an Existing demat Account) DP details with latest holding statement, if operating an existing DP A/c. Copy of last Income Tax return filed (For Broking only). 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
5.	Income proof (Mandatory for F&O Clients)		
	<ul style="list-style-type: none"> Self attested copy of latest ITR duly acknowledged by Income Tax Deptt. Self attested copy of latest Form-16. Latest Salary Slip enclosing the bank statement clearly reflecting the salary credit in bank account. 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
6.	Documents required for HUF Clients		
	<ul style="list-style-type: none"> Self Attested copy of PAN Card of HUF Bank Account proof and DP Account proof of HUF Address Proof of HUF Self Attested Copy of PAN Card of Karta Address Proof of Karta HUF letter cum Declaration 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

FOR OFFICIAL USE ONLY

Branch

CRN/CI Code

FSWA Relationship Manager:

Employee code:

FSWA Acquisition RM:

Employee code:

Lead Generator Name:

Employee code:

Lead Converter Name:

Employee code:

Partner Employee Name:

Employee code:

Source Code:

Field Sales	Employee Referral	Corporate Sourcing	FICC	Others
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

External Agents: EAS Name:

EAS code:

Campaign Name:

Acquisition RM Signature

LBO Signature

CBO Signature

Name:

Name:

Name:

Date:

Date:

Date: