

Information Regarding Member

ASE CAPITAL MARKETS LTD.

(A Subsidiary of Ahmedabad Stock Exchange Ltd.)

Member : **Bombay Stock Exchange Ltd. (BSE)**
National Stock Exchange of India Ltd. (NSE)
MCX Stock Exchange Ltd.
NSDL DP

SEBI Registration Numbers

BSE : INB 011107431 (Cash) NSE : INB 231107435 (Cash)
BSE : INF 011107431 (F & O) NSE : INF 231107435 (F & O)
MCXSX : INE 261107435 (CDS) NSE : INE 231107435 (CDS)

NSDL DP ID - IN 302461

Regd. Office : Kamdhenu Complex, Opp. Sahajanand College, Panjara Pole, Ambawadi, Ahmedabad-380015.
Phone : 079-2630 7971 to 74 • Fax : 079 - 26308877 • Web Site: www.acml.in
Investor Grievance E-mail: (1) acml@aselindia.org (2) isc.hod@aselindia.org

Information Regarding ACML Sub Broker / Authorised Person

Sub Broker/Authorised Person ACML ID: Phone No. :

Sub Broker/Authorised Person Name :

SEBI Registration BSE No. : I N S

SEBI Registration NSE No. : I N S

Authorised Person Registered with: BSE Cash NSE Cash NSE F & O

Trading Client Information

Client Name :

Client Code :
(Sub Broker ID) (Alloted Client Code for Trading)

Individual (Major) Minor NRI : NRO NRE

ASE CAPITAL MARKETS LTD.

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CLIENT REGISTRATION FORM

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Application Number :



ASE CAPITAL MARKETS LTD.

(A Subsidiary of Ahmedabad Stock Exchange Ltd.)

MANDATORY REQUIREMENTS

Dear Sir,

I request you to register me as your CLIENT and enable me to trade in the CASH and DERIVATIVES Segment pursuant to the agreements entered into with you. I have read the Rules, Bylaws, and Regulation of the Exchanges pertaining to the CASH and DERIVATIVES Segment and agree to abide by them. In this regard, I give the following information:

Passport size
Photograph
Only.
Please
Sign
Across the
Photograph in
Black Ink.

Trading Preference

BSE Cash	<input checked="" type="checkbox"/>	Client Signature	NSE Cash	<input checked="" type="checkbox"/>	Client Signature	NSE F & O	<input checked="" type="checkbox"/>	Client Signature
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Personal Details

Client Name	Name		Father / Husband Name	Surname
Father's Name	Name		Middle Name	Surname
Date of Birth	D D M M Y Y Y Y	Male <input type="checkbox"/> Female <input type="checkbox"/>	Married <input type="checkbox"/> Unmarried <input type="checkbox"/>	

PAN Number :	<input type="text"/>	Ward Circle :	<input type="text"/>
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Residence Address - Correspondence Address

Residence Address	City :			Pin Code :	State :	
	Country :		STD Code :	Fax No. :		
	Mobile No. :			Tel No. :		
	Email Id :					

Correspondence Address	City :		Pin Code :	State :
	Country :		Tel. No. :	
			Fax No. :	

Bank Account Details

Bank Account Details	Account Type: Saving/Current A/C No. :			
	Bank Name:			
	Branch Address :			
	City :		Pin Code :	
	Bank Branch Code :		MICR No. :	

MANDATORY REQUIREMENTS

ACML

Depository Account Details

Depository Account Details	DP Name :	DP ID :																		
	Beneficiary ID :																			
	Address of DP :																			

Cash and F & O Segment (Brokerage Slab)

Cash Segment (Brokerage Slab)	Brokerage Slab	First Leg (%)	Second Leg (%)	First Leg (Minimum)	Second Leg (Minimum)	Service Tax	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
	Delivery Based		Not Applicable		Not Applicable	Stamp & Other Charges	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
	Daily Square Up					Transaction & Other Charges	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>

Future (Strike) (Brokerage Slab)	Brokerage Slab	First Leg (%)	Second Leg (%)	First Leg (Minimum)	Second Leg (Minimum)	Service Tax	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
	Delivery Based		Not Applicable		Not Applicable	Stamp & Other Charges	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
	Daily Square Up					Transaction & Other Charges	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>

Option (Premium) (Brokerage Slab)	Brokerage Slab	First Leg (%)	Second Leg (%)	First Leg (Minimum)	Second Leg (Minimum)	Service Tax	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
	Delivery Based		Not Applicable		Not Applicable	Stamp & Other Charges	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
	Daily Square Up					Transaction & Other Charges	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>

Information about Trading Experience

(1) No prior Experience	(2)years in stock
(3) years in derivatives	(4)years in any other investment related field

Value of Market Portfolio & Income Range

Market Value Of Portfolio : Less than 5 Lacs 5-10 Lacs 10-50 Lacs > 50 Lacs

Income Range (Per Annum) : Less than 1 Lacs 1-05 Lacs 05-10 Lacs 10-25 Lacs > 25 Lacs

Financial Proof for F & O

Copy of Return with Acknowledgment		Bank A/C. Statement for last 6 months	
Salary Slip		Self Declaration along with relevant Supporting	

MANDATORY REQUIREMENTS

ACML

Additional Details

Nationality : _____ Residential Status : Indian NRI Other (Please Specify) :

Educational Qualifications : Graduate Post Graduate Professional Others (Please Specify) :

Occupation : Employed Self Employed Business Professional House Wife Others :

Name of Employer : _____

Name of Establishment (If self employed/business/professional/others) : _____

Office Address :

City : _____ Pin Code : _____ State : _____ Country : _____ Tel/Fax No.: _____

Register with any other Broker (Member) / Sub-Broker / Authorised Person
(if registered with multiple members, provide details of all) :

Name of The Broker / Sub-Broker / Authorised Person :

Name of Exchange..... Client Code No.....

(In Case of need, please use separate sheets)

Details of Introducer

Name of Introducer : _____ Client Code with ASE Capital Markets Ltd. : _____

Address : _____

Relationship of introducer with ASE Capital Markets Ltd. : Sub Broker or Authorised Person /Another Client
/Director or Employee(*) of trading member /Any other person (Pl. specify).....

(*)Method of Introduction (if introducer is an employee) : Direct Marketing Others (Pl. specify).....

Identity Details of Introducer

UCC with ACML: ■■■■■■■■■■ PAN of Introducer ■■■■■■■■■■

Particulars of Introducer	No.	Place of Issue	Date of Issue	Expiry Date
Passport No.			DD/MM/20__	DD/MM/20__
Driving License			DD/MM/20__	DD/MM/20__
Voter ID			DD/MM/20__	DD/MM/20__

Name and Designation of Employee / Sub-brokers Employee who interviewed the client :

Introducer's Signature : _____ Signature of the Employee who interviewed the client : _____

X **X**

Declaration Regarding details of any action taken by SEBI / Stock Exchanges / Any other authority for violation of Securities Laws / Other Economic Offences during last three years.

Any Violation in Primary and Secondary Markets for Trading Purpose

Part I : Applicable in case of the Client, where no action was taken by the Authorities against the client during the last three years

I/We wish to register as a trading client with you and for the said purpose; I/We hereby declare that during the last three years, there was no action taken against me/us by SEBI/Stock Exchanges / any other authority for violation of securities laws/other economic offences.

હું/અમે આ ક્લિન્ટ રજીસ્ટર કરવા માટે ઉપર મુજબની કોઈ કાર્યવાહી ન હોય તે જ સહી કરવાની જાહેરાત કરી છું. →

Client Signature X

Part II : Applicable only if any action was taken against client during the last three years but at present, the client may be allowed for dealing in the market.

I/We hereby declare SEBI / Stock Exchanges / Any other authority has taken the following action for violation of securities laws/other economic offences during the last three years.

Sr. no.	SEBI/Stock Exchange/ Other authorities	Order no. & Date	Relevant Section of Securities Laws/ Other economic offences under which violation was reported	Details of Penalty / fine imposed	Present Status
1					
2					

Further, I / We hereby declare that at present, I / we am / are eligible for dealing in the securities market and aforesaid order/s of the SEBI / Stock Exchange / other authorities are not in force.

હું/અમે આ ક્લિન્ટ રજીસ્ટર કરવા માટે ઉપર મુજબની કોઈ કાર્યવાહી થઈ હોય અથવા તેને રદ કરવામાં આવે છે તે જાહેરાત કરી છું. →

Client Signature X

Declaration

- 1 The particulars given above are true to the best of my knowledge as on the date of making such application. I undertake to inform, in writing of any changes in the particulars furnished above. I further agree that I shall be held responsible for any false /misleading information given by me, or suppression of any material fact and the same shall render my account liable for termination and further action.
- 2 I declare that the Rules and Regulations pertaining to the client account and the terms and conditions of the agreement, which are in force now, have been read and understood by me & I agree to abide and be bound by the rules as are in force from time to time for such account(s).
- 3 I confirm that no action has been taken by SEBI/Stock Exchanges or any authority for violation of securities law or other economic offences against me since last three years. A separate declaration regarding details of action taken by SEBI/ Stock Exchange/ any other authority for violation of Securities laws / other economics offences is declared as per KYC (If applicable).
- 4 I undertake to provide updated information regarding my income and net worth on Quarterly and yearly basis, for review of financial information.
- 5 I agree to the brokerage rates.

Client Name :

Place : Date : **DD / MM / 20**

Client Signature X

MANDATORY REQUIREMENTS

ACML

ACML Authorised Person Details - BSE CASH / NSE CASH / NSE F & O
(Through Whom Client Want To Trade)

Name of Authorised Person :

Address :

City :

Pin Code :

State :

Country :

Tel. No. :

Mobile :

Fax No. :

email Id :

**Client
Signature X**

Declaration by the ACML Authorised Person for BSE CASH / NSE CASH AND NSE F & O

To,
ASE Capital Markets Limited.
Ambawadi, Ahmedabad.

I / We hereby declare that Mr. / Mrs. / M/s.
is known to me / us and he / she / they can be registered as a Client of ASE Capital Markets Ltd., I / we
undertake to clear the trades of the above Client.

I / We hereby authorise you to adjust the shortfall if any, of margin/settlement dues of the above client
by debit to my / our Bank Account or to capital adequacy deposit maintained with you.

I / We further authorise you to credit the shortfall amount so debited to my / our bank account or to my
/ our capital adequacy account, to the client account for meeting the shortfall reducing thereby balance
in the bank account or in the capital adequacy account maintained with you.

**ACML Authorised Person Signature
X**

(If Partner, Corporate, or other Signatory, then attest with company seal.)

UNDERTAKING BY GUARDIAN OF MINOR

ANNEX -1

To
ASE Capital Markets Ltd.
Ambawadi,
Ahmedabad - 380015

Dear Sir

I/we(*Name of the Guardian*) the guardian of the minor(*Name of minor*) hereby undertake that I/we will not use this trading account for buying of securities in the secondary market. We will ensure that this trading account is used only for selling of existing share holdings.

Further , I/we take full responsibility for violation of any rules, regulations or requirements of any authority including SEBI, BSE, NSE and ACML in relation to operation of trading account in the name of minor.

Thanking you
Yours truly,

.....
(Signatory of Guardian of Minor)

.....
Name of the Guardian of Minor

FEMA DECLARATION FOR NRI CLIENT

ANNEX -2

To
ASE Capital Markets Ltd.
Ambawadi,
Ahmedabad - 380015

Dear Sir

Sub. : Application for the opening of an NRI Trading Account

This has reference to my application for opening of a Trading Account with you

In This connection, I hereby declare that I have complied and will continue to comply with FEMA Regulations with respect to buying and selling of securities in the Indian Capital Market.

Thanking you

Yours truly,

Client
Signature X

Clarifications to Annexure –A of SEBI Circular MIRSD/SE/Cir-19/2009 dated December 03, 2009

(Ref. : BSE vide Notice No. 20091204-7 dated December 4, 2009 & 20100203-30 dated February 3, 2010 and NSE vide Circular no. NSE/INSP/2009/85 dated December 03, 2009 & Circular No. NSE/INSP/2010/91 dated February 03, 2010)

Client Registration Procedure

Point no.1 - Segregation of mandatory & non-mandatory documents in folder/book.

The above requirement is applicable only to prospective clients. In case of clients registered before the date of Circular (existing clients) trading member shall collect additional information if any, in the form of an addendum.

Mandatory Documents

Point no. 3 - Mandatory documents as prescribed by SEBI.

All the documents under Mandatory documents should be as per format prescribed by SEBI. However for **existing clients** if any additional voluntary clauses are forming part of mandatory documents and such clauses are not in conflict with any of the clauses in the model format, rules, regulations, articles, byelaws, circulars, directives & guidelines of SEBI/Exchange, in such scenario trading member may not execute fresh documents.

Point no. 4 - Signature against market segments/ stock exchanges in which client intends to trade.

This requirement is applicable only to prospective clients. For existing clients trading member should send information pertaining to segments/ exchanges along with quarterly statement of accounts for funds & securities and maintain proof of dispatch/delivery of the same.

Point no. 5 - Capturing Identity & address of the Introducer.

This requirement is applicable only to prospective clients.

Point no. 6 -Documentary evidence of financial details.

In respect of clients trading in derivative segment, the member shall collect documentary evidence for financial information.

Illustrative list of documents

1. Copy of ITR Acknowledgement
2. Copy of Annual Accounts
3. Copy of Form 16 in case of salary income
4. Net worth certificate
5. Salary Slip
6. Bank account statement for last 6 months
7. Copy of demat account Holding statement.
8. Any other relevant documents substantiating ownership of assets.
9. Self declaration along with relevant supporting.

Further, for clients registered before the circular date (existing clients), trading member shall collect documents pertaining to financial information at the time of periodic (annual) updation of financial information.

Point no. 7 - Capturing details of actions taken against the client.

The action taken against a client would mean action by any financial sector regulator. The primary onus of declaring the information rests with the client. However with respect to regulatory orders available in public domain, trading member should also verify the details provided by the client.

Point no. 8 - Documents pertaining to policies & procedures.

For the existing clients wherever terms pertaining to policies & procedures are not explicitly elaborated in the already executed documents, trading member should intimate the said policies/procedures to all clients & maintain records of dispatch/delivery of such documents to clients.

In case of Internet trading Clients, if information pertaining to all procedures/policies is made available to respective clients in a secured manner electronically the same shall be treated as sufficient compliance.

Trading Member shall define "**penny stocks**". For this purpose trading member may refer to the stocks which are appearing in the list of illiquid securities issued by the Exchanges every month.

Clarifications to Annexure –A of SEBI Circular MIRSD/SE/Cir-19/2009 dated December 03, 2009

Non Mandatory documents

Point No. 9

This requirement is applicable only to prospective clients.

Running Account Authorization

Point no. 12

The settlement of funds/securities shall be done within 24 hours of the payout should be read as “shall be done within 1 working day of the payout”.

For all clients registered before the circular date (existing clients) the said requirement of revised running account authorization with a clause of revocation would be applicable wherein running account authorization is taken prior to 1 year and is due for renewal.

For calculation of “funds expected to be required to meet margin obligation for next 5 trading days” it is clarified that

- i In respect of derivative market transactions, apart from margin liability as on the date of settlement, trading member may retain additional margins (maximum up-to 75% of margin requirement on the day of settlement) to take care of any margin obligation arising in next 5 days.
- i In respect of cash market transactions, trading member may retain entire pay-in obligation of funds & securities due from clients as on date of settlement

For the purpose of quarterly/monthly settlement trading member may settle across segments of the same exchange for a particular client.

Trading member is required to send statement of accounts for funds & securities monthly/quarterly as applicable, at the time of settlement. This is an adequate compliance for the purpose of sending quarterly statement of accounts for funds/securities.

Authorization for Electronic Contract Notes

Point no. 13

For the clients registered before the circular date (existing clients), where trading member has generated e-mail id for client, trading member would be required to obtain duly signed physical confirmation letter confirming the e-mail id and exercising choice to receive documents on this e-mail id.

For all prospective clients, e-mail id should be created / provided by the investor only.

General

Point no. 14 – All documents to be printed in font size 11

This requirement is applicable only to prospective clients. Additionally trading member should ensure that the contents are legible for investors to read.

Point no. 15 - Sending of executed documents to clients.

In case of existing clients to whom trading member has not already sent the executed documents earlier, the same should be sent upon request by clients and proof of dispatch/delivery should be maintained.

In case of Internet Trading Clients, if documents are made available to the client through secured access electronically the trading member may not send physical documents.

The timeline of 7 days should start from the day of upload of UCC to the Exchange by the trading member.

Point no. 16 - Display of standard documents / information on the website.

Trading members having their own website shall display the set of standard documents on the website for information.

Point no. 18 - Policy regarding treatment of inactive accounts.

Trading member shall define “Inactive accounts” while framing the Policy.

Point no. 19 - Statement of balance of funds & securities on 31st March

In view of the requirement for trading members to send monthly/quarterly statement of accounts for both funds & securities, the statement as on March 31, every year shall be sent to the **clients only upon request.**

Trading members are required to ensure due compliance with aforesaid Circular of SEBI (MIRSD/SE/Cir-19/2009) in true spirit.

Policies and Procedures in addition to Mandatory Documents

Mandatory document dealing with policies and procedures Pursuant to SEBI's Circular MIRSD/SE/ Cir-19/2009 dated December 3, 2009

[Ref: SEBI circular no. MIRSD/ SE /Cir-19/2009 dated December 3, 2009

Subject: Dealings between a client and a stock broker (trading members included)

SEBI vide circular no. MIRSD/ SE /Cir-19/2009 dated December 3, 2009 required the stock broker (including trading members) to frame a mandatory document dealing with policies and procedures for each of the following:

- A. refusal of orders for penny stocks,
- B. setting up client's exposure limits,
- C. applicable brokerage rate,
- D. imposition of penalty/delayed payment charges by either party, specifying the rate and the period (This must not result in funding by the broker in contravention of the applicable laws),
- E. the right to sell clients' securities or close clients' positions, without giving notice to the client, on account of non-payment of client's dues (This shall be limited to the extent of settlement/margin obligation),
- F. shortages in obligations arising out of internal netting of trades,
- G. conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client,
- H. temporarily suspending or closing a client's account at the client's request, and
- I. deregistering a client.

In order to comply with the above requirement, the following policies and procedures are prescribed by ASE Capital Markets Ltd. (herein referred as ACML or the Company) and shall be subject to any change from time to time in future and would be applicable to sub brokers, authorized persons and all clients of the company.

A. Refusal of orders for penny stocks,

ACML shall have the absolute discretion to accept, refuse or partially accept any buy or sell order for execution from a client in respect of penny stocks, illiquid stocks, stocks having low liquidity, illiquid "options", far month "options", writing of "options", stocks in S, Z and B category and any other contracts which as per the perception of ACML are extremely volatile or subject to Market manipulation.

ACML may permit restrictive acceptance of orders in such scrips/contracts in controlled environments like orders received from clients being forwarded by branches to a centralized desk at HO instead of allowing trading in such scrips/Contracts at branch level or through Online trading platform. ACML shall not be responsible for delay in execution of such orders and consequential opportunity loss or financial loss to the client.

ACML may cancel orders in such scrips received from clients before execution or after partial execution without assigning any reasons thereof. ACML may take appropriate declarations from the clients before accepting such orders.

ACML shall have the prerogative to place such restrictions, notwithstanding the fact that the client has adequate credit balance or margin available in his account and/or the client had previously purchased or sold such securities / contracts through ACML itself.

B. Setting up client's exposure limits,

Purchase Limit : ACML may provide a exposure limit for intraday and delivery based purchases by a client which would be on real time basis of the clear ledger balance in the account of the client plus value of paid up collaterals computed after appropriate haircut. The value of the "haircut" shall be decided by ACML based on Market Volatility and quality of collaterals.

Client
Signature X

Sell Limit : ACML may provide a sell limit to the client equivalent to the value of securities held by the client in his POA enabled Demat account plus the collateral held by ACML on behalf of the client in its Beneficiary and Margin Pool account after making appropriate adjustments for the unsettled delivery positions of the client.

Exposure for F&O : ACML may provide exposure for F&O based on availability of initial margin (SPAN + Exposure) in the form of cash and approved securities (with appropriate hair cut).

Client-wise differential Limits : ACML shall have the prerogative to allow differential purchase limits and sell limits varying from client to client, depending upon credit worthiness, integrity and past conduct of each client.

C. Applicable brokerage rate,

Brokerage shall be applied as per the rates agreed upon with the client in the KYC at the time of registration of the client subsequently through a written agreement between the client, sub brokers / authorized persons and ACML. The rate of Brokerage shall not exceed the maximum brokerage permissible under Exchange bye-laws. ACML shall charge the brokerage at the rates as may be prescribed from time to time and brokerage shall be shared with the sub brokers / authorized persons in such ratios as may be decided by ACML.

The slab rates of brokerage fixed by registered sub brokers / authorized persons of ACML are function of the quality and cost of services provided to the client and the volume and revenue expected from an account. It can be reviewed from time to time and may be increased with prospective effect at a notice of 30 days sent to the E-mail address or postal address of the client registered with ACML.

The brokerage shall however be exclusive of the following:

- * DP Annual maintenance charges
- * DP transaction charges / Pledge / Re-pledge / Demat / Remat charges
- * DP Inter settlement charges
- * Account Opening charges
- * Delayed Payment charges
- * Penalties levied by Exchange
- * Research advisory charges
- * Courier charges
- * Bank charges towards the cheques received unpaid,
- * DP, Bank and other processing charges towards periodic settlement of Funds/Securities on periodic basis
- * Statutory charges payable to Exchange/SEBI/Govt. Authorities etc.,
- * SEBI/Exchange/Clearing Member Turnover charges
- * Other out of pocket and service related charges

D. Imposition of penalty/delayed payment charges by either party, specifying the rate and the period (This must not result in funding by the broker in contravention of the applicable laws),

Delayed payment charges / Charges on Exposure against collaterals:

Pursuant to Exchange Bye-laws, the Member broker is currently required to make pay-in of funds to the Exchange by T+2 morning and arrange delivery of securities to the Exchange latest by T+2 morning. Further Member broker is also required to maintain adequate upfront margins with the Exchange to avail exposure for trading. The Exchanges have also defined the ratios in which the cash and collaterals are to be deposited and maintained by the Member broker. In addition the Exchange requires the member broker to deposit some of the margins like MTM, in Cash only.

In order to manage its working capital, ACML requires fullest cooperation of the clients in meeting their respective obligation towards pay-in and margins.

Client
Signature X

ACML may therefore charge a delayed payment penalty, on monthly basis on account of delays/failure by the client in meeting the pay-in obligations on the scheduled date and also where the clients take exposure in F&O segment by depositing collaterals in a ratio which is disproportionate to the Cash versus collaterals ratios prescribed by the Exchanges. While levying delayed payment charges on the debit balance in the running account of a client, ACML may not consider any credit balance in the other family or group account of the client.

Penalties levied by Exchanges:

Further Exchanges levy various penalties on the member brokers on auction resulting from short deliveries, non adherence to client-wise exposure limits, client-wise shortfall in F&O Margin and for other reasons which may be defined by the Exchange from time to time. ACML shall pass on any penalty imposed by the Exchange/SEBI and or any other regulatory authority to the client, which arises on account of the client.

Interest Free Deposits:

ACML provides exposure against the upfront margin received in the form of cash / collateral from the client and the client also has the prerogative to demand withdrawal of cash and collaterals at his discretion, ACML shall not pay any interest or other benefit to the client for maintaining cash balances or depositing collateral margins with ACML.

E. The right to sell clients' securities or close clients' positions, without giving notice to the client, on account of non-payment of client's dues (This shall be limited to the extent of settlement/margin obligation),

ACML through its sub brokers / authorized persons shall have right to sell client's securities, both unpaid securities as well as collaterals deposited towards margins, or close out client's open positions, without giving notice to the client where there is a delay/ failure of the client to meet the pay-in obligations and / or there is a failure of the client to bring additional margins to cover the increase in risk in the dynamic market conditions.

a. Unpaid Securities in Capital Market:

- i. In case of unpaid obligation on T+3, ACML may sell the unpaid/ partially paid securities. In addition ACML may through its sub brokers / authorized persons sell the collaterals deposited by the client towards margins and/ or paid securities purchased by the client in earlier settlements where the sale of proceeds of unpaid securities are inadequate to cover the pay-in obligations and/ where the unpaid securities appear to be comparatively illiquid and cannot be sold at reasonable rates to the extent required.
- ii. ACML may follow the LIFO method for liquidation of securities but it may not be binding on it to follow this method in all cases.

b. Margin shortfall in F&O:

- i. Positions of the client may be closed out to the extent of margin shortfall on the T+1 basis.
- ii. While computing margin shortfall, value of unapproved securities shall not be considered.
- iii. As per the current Exchange requirements, the Member Broker is required to maintain a 50:50 ratio between cash and collaterals margin deposited with the Exchange. ACML shall therefore have the prerogative to insist for at least 50% of margin in cash and may not consider the value of securities over and above the cash component for the purpose of calculating margins shortfall and close the F&O position where it finds the deviation. However, sales made in capital market segment are not considered while closing F&O positions on T+1 basis due to margin shortfall.

c. Intra-day Positions:

ACML shall have right to close out any intra-day positions taken by the client after a **defined "Cut-off" time (Presently 20 minutes before close of market)**.

Client
Signature X

d. General:

- i. While selling the securities/ closing the clients positions, ACML may take into account the sales made by the client, positions closed by the client or collections received from the client till a **cut-off time (presently 12.45pm)**.
- ii. While selling the securities/ closing the clients positions, ACML may not take into consideration Cheques/ Bank drafts/Pay orders deposited by the client with ACML until clear proceeds of such instruments are received by ACML in its bank account.
- iii. ACML shall have the right to sell client's securities or close out client's open positions but it shall not be under any obligations to undertake this exercise compulsorily. ACML shall therefore not be under any obligation to compensate/ or provide reasons of any delay or omission on its part to sell client's securities or close open positions of the client.

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

ACML shall have the right to adopt a policy of its choice for internal auctions arising out of internal netting of trades and charge to defaulter seller and compensate the impacted purchaser as per the policy. The current procedure for internal auction may be amended from time to time with prospective effect.

G. Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client,**a. All Markets:**

Where client is not having adequate margins as per conditions defined in Risk Management Policy and (B) above.

b. Capital Market:

- i. Where the client has not able to meet his pay-in obligation in cash by the schedule date of pay-in irrespective of the value of collaterals available with ACML.
- ii. Clear proceeds of the cheque deposited by the client to meet the pay-in obligations has not yet been received by ACML.
- iii. Client is trading in "illiquid" scrips and volumes in his account exceed internal cut off limit fixed by ACML.
- iv. ACML exposure at "house level" in a specific scrip / contract exceeds the internal limits fixed by ACML.

c. F&O:

- i. Where the client has not met Market to Market loss in cash
- ii. Where the "open" positions in a contract exceed or are close to market wide cut-off limits
- iii. Where the client's position is close to client-wise permissible "open" positions

d. INTRA-DAY:

Clients will not be able to place intra-day orders after **a cut-off time fixed by ACML. (Presently 20 minutes prior to close of market)**

Event Based: Where based on happening of an event, ACML has the risk perception that further trading in the securities/ contracts may not be in the interest of its clients and/or the market.

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

ACML may carry a periodic review of the client accounts and may suspend the accounts from Trading in the following circumstances:

- Where the client is inactive for more than 3 months
- Where the client has not cleared debits which are more than 10 days' old.
- Where the account is under investigation by any regulatory body.
- Based on the recommendations made by the Sub broker / authorized person due to excessive speculations, un-cleared balances.

Client
Signature X

- Physical contract notes are received back undelivered due to reasons like “no such person”, “addressee” left, refusal to accept mails, POD’s signed by the third persons, signature mismatch on POD’s or other reasons which may create suspicion, after “closeout” of the open positions.
- DCN failed (Bounced email) on more than 3 instances until client submits and registers new email id.
- Non delivery of the Statement of Account sent on periodic basis.
- Non updation of communications details viz., email id, Mobile no, Land line details or it is found to be belonging to a third person.
- Client lodges a complaint either directly with ACML or through Exchange relating to alleged unauthorized Trades being executed in his account.
- On notices received from statutory, Government or Local authorities and Income Tax, Service Tax, a Judicial or a Quasi Judicial authority, etc
- Where a client is reported to or known to have expired.

ACML may also suspend the account based on the written request received from the client.

I. Deregistering a client.

ACML may de-register the client account based on action taken by SEBI/NSE/BSE or being part of list of debarred entities published by SEBI.

- * ACML may also initiate action for deregistering a client on basis of information found in sites of SEBI, Watch out investors, world check or client having suspicious back ground, link with suspicious organization, etc.,
- * ACML shall have right to close out the existing positions; sell the collaterals to recover its dues, if any, before de-registering the client.
- * ACML may freeze the assets of the client where it deems prudent, at time of deregistering a client.
- * ACML shall have the right to deregister a client after serving a 30 days written notice without assigning any reason thereof.

J. Policy regarding treatment of inactive accounts

ASE Capital Markets Ltd. prescribes the following policy regarding treatment of inactive accounts which inter-alia, covers aspects of time period, return of client assets and procedure for reactivation of the same. This policy is displayed on the web site, www.acml.in and shall be subject to any change from time to time in future and would be applicable to sub brokers, authorized persons and all clients of the company

If there is no transaction by the Client in its trading account opened and maintained with ACML, for a period of one year and more, Such account may be classified as ‘inactive’ in the ACML systems. It may be noted that system generated debits (like charges, debit interest etc) are not considered as ‘transaction’ for classifying an account as active or inactive.

As a result of the client account being classified as ‘inactive’, the Client may not be able to operate his account through our sub brokers / authorized persons during the time that it remains ‘inactive’ on our systems.

To avoid this scenario, the Client should effect a transaction from his account by dealing in the market through ACML sub broker / authorized person, at least once a year so that your account remains active at all times.

If the client account goes into the ‘inactive’ state, Client needs to follow the below-mentioned procedure to reactivate it.

Procedure for reactivation - If the account has been ‘inactive’ for less than TWO years

If the client account has become inactive, as elucidated above, but it has been less than two years since the last transaction, the client can reactivate his account through any one of the following options:

Client
Signature X

1. In case the client has other accounts which are active (with ‘Either or Survivor’ mandate in case of joint accounts), the client can send the ACML a secure message through his sub broker / authorized person, to execute the transaction for selling or buying the securities through his account.
2. NRI customers can also submit a written request by a mail/courier through his sub broker / authorized person, to execute the transaction for sale or buy the securities.

Procedure for reactivation - If the account has been ‘inactive’ for more than TWO years

If the client account has become inactive as elucidated above and it has been more than two years since the last transaction, the client is required to provide the following to reactivate his account:

1. A letter for activation of the account signed by each Account holder
2. A proof of photo identification such as Passport, Driving License, etc. for each accountholder. Passport is the only form of identification proof acceptable for Non Resident Customers.
3. Updated details as per KYC norms

All accountholders (including joint account holders) would need to visit in person or any branch to submit these documents. The sub broker / authorized person shall require to certify the above documents. NRI customers would also be able to mail/courier the above documents through sub brokers / authorized person.

Charges as per ACML tariff, if any, shall be levied for all accounts where no transaction has been performed for more than two years.

Client Acceptance of Policies and Procedures stated herein above:

I/We have fully understood the policies and procedures stated hereinabove and do hereby sign the same and agree as to the validity, enforceability and applicability of any provisions/ clauses mentioned in this document. These policies and producers may be amended/changes by the Member providing the changes is informed to me/us through any means by providing notices as may be duly stipulated by the regulator from time to time. The policies and procedures as stated hereinabove shall be deemed to form an integral part have been incorporated in the agreement by reference and the client hereby agrees to accept and be bound the by the provisions of the same. Accordingly the policies and procedures envisaged hereinabove shall be governed by the detailed terms and conditions of the agreement.

Client Name :

Place : Date : **D D / M M / 20**

Client Signature X

RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET / CASH AND F & O SEGMENT

This document is issued by the member of the National Stock Exchange of India Ltd. (hereinafter referred to as "NSE") / Bombay Stock Exchange Ltd. (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 interalia include your filling the know your client form, client registration form, execution of an agreement, etc., and are subject to the Rules, Byelaws 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, 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 authorize 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 maybe 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 got executed may be substantially different from the last traded price or change substantially thereafter, resulting in notional or real losses.

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Signature of the Client

RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET / CASH AND F & O SEGMENT**1.2 Risk of Lower Liquidity :**

Liquidity refers to the 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 order" , 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 predetermined 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.

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RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET / CASH AND F & O SEGMENT**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 and Options segment 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, 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.

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- 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, 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.

2.4 Currency Specific risks

1. The Profit or loss in transactions in foreign currency - denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rate where is a need to convert from the currency demomination of the contract to another currency.
2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.
3. Currency prices are highly volatile. Price movement for currencies are influenced by, among other things : changing supply-demand relationships : trade, fiscal monetary exchange

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control programs and policies of government ; foreign political and economic events and policies ; changes in national and international interest rates and inflation : currency devaluation : and sentiment of the market place. None of these factors can be controlled by any individuals advisor and no assurance can be given that an advisor's advice will results in profitable trades for a participating customer or that a customer will not incur losses from such events.

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 byelaws/regulations of the Exchange.

3.3 For rights and obligations of the clients, please refer to Annexure-I 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. I hereby acknowledge that I have received and understood this risk disclosure statement and Annexure-I containing my rights and obligations.

Place :

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Signature of the Client

RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET / CASH AND F & O SEGMENT**ANNEXURE-1****INVESTORS' RIGHTS AND OBLIGATIONS :**

- 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 Bye-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, Byelaws, 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 from 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/BSE 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/BSE 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

X**Signature of the Client**

RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET / CASH AND F & O SEGMENT

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 payout announced by NSE/BSE or its Clearing Corporation / Clearing House, please follow-up with the concerned member for its release. In case pay-out 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/NSCCI 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 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/Bye -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:

- I. 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.
2. 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.
3. NSE/BSE may be substituted with names of the relevant exchanges, wherever applicable.

Place :

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Signature of the Client

TRIPARTITE AGREEMENT BETWEEN ASE CAPITAL MARKETS LTD. AND ITS' SUB BROKER AND CLIENT

This Agreement (hereinafter referred to as "Agreement") is entered into on this DD day of MM 20YY, by and between ASE CAPITAL Markets Ltd.(hereinafter referred to as "ACML" or "the stock broker"), a Company registered under the Companies Act, 1956, and having SEBI Stock Broker registration no. INB011107431 of Bombay Stock Exchange Ltd. (Hereinafter referred to as "the Exchange" or "BSE") and having its registered office at Kamdhenu Complex, Opp. Sahajanand College, Panjarapole, Ahmedabad -380 015, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs,executors, administrators and legal

(Autho. Sign) ASE Capital Markets Ltd

AND

Name of Sub Broker

(name of the sub-boker) (hereinafter referred to as "the sub broker"), an Individual/Partnership firm/ Corporate, who is a member of Ahmedabad Stock Exchange and Sub broker of ASE Capital Markets Ltd.,having SEBI Sub broker Registration No.

INS (BSE) and having his/its office/ registered office at

Address of Sub Broker

which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Second Part;

X Sub. - Broker Sign.

AND

Trading Client Name

(name of the client of the sub-broker) (hereinafter referred to as "the client"),an individual and having his /her residence/office at

Trading Client Address

Which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Third Part;

X Client Sign.

WHEREAS

- 1. The stock broker states that it is engaged, in the business of stock broking and is a Member of Bombay Stock Exchange Ltd. (hereinafter referred to as "the exchange") with SEBI registration Number(s) INB011107431 (BSE).

X Client Signature

2. The sub-broker states that :
- a) The sub broker is recognized by BSE as a sub-broker affiliated to the stock broker of the stock exchange with SEBI sub-broker registration No. INS
- b) The sub-broker is not affiliated to any other member of the same stock exchange,
- c) The sub-broker has the necessary infrastructure like adequate office space, equipment and manpower to effectively discharge his/its activities.
3. The Client is registered with the sub-broker as a client for purpose of availing broking services through the sub-broker affiliated to the stock broker and is desirous of investing/trading in those securities/contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder from time to time. A copy of the Client Registration form is annexed hereto.
4. Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided and
5. Whereas the stock broker has taken steps and shall take steps to make the client aware of the precise nature of the Stock broker's/sub broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker/sub broker acts.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN STOCK BROKER, SUB-BROKER AND CLIENT AS UNDER :

MANDATORY CLAUSES / REQUIREMENTS :

1. The stock broker and sub broker hereby acknowledge and confirm that the sub-broker is affiliated to the stock broker and that the sub-broker shall within the scope of the authority

given under these presents, be entitled to act as a 'sub-broker' within the meaning and subject to SEBI (Stock Brokers and Sub-Brokers) Rules, 1992 and SEBI (Stock Brokers and Sub-Brokers) Regulations 1992 (hereinafter referred to as the said "Rules" and "Regulations" respectively) as amended from time to time, for assisting the client in buying, selling or dealing in securities through the stock broker.

2. The stock broker, the sub-broker and the client agree that they shall abide by all the statutory responsibilities and obligations imposed on them by the rules, regulations and / or any other rules or regulations applicable to the stock brokers, the sub-brokers and the clients in general either framed by SEBI or by the relevant stock exchange/clearing corporation and/or any Government Circulars.
3. The stock broker and the sub broker declare that they have 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

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Client Signature

- 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.
4. 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, the sub-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 byelaws of the relevant stock exchange/SEBI.
 5. The stock broker and the sub broker agree that they shall co-operate and help each other in redressing grievances of the client in respect of transactions routed through them 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 clients of subbroker from the member and vice-versa.
 6. 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.
 7. 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.
 8. The stock broker and the sub-broker agree that each of them shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through them and they shall not jointly or severally do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
 9. The stock broker agrees to inform the sub-broker/client and keep them 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 sub-broker/client to comply with such schedules/procedures of the relevant stock exchange.
 10. The sub broker will provide assistance to stock broker and client to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
 11. The stock broker shall issue, individually for each client of his sub broker, contract notes in the format prescribed by the relevant stock exchange. The sub-broker shall render necessary assistance to his client in obtaining the contract note from the stock broker.
 12. The stock broker, the sub-broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
 13. 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 thereunder as may be in force from time to time.
 14. The stock broker and the sub-broker hereby agree that they will assist and cooperate with each other in ensuring faster settlement of any arbitration proceedings arising out of the transactions entered into between them vis-à-

X**Client Signature**

vis the client and they shall be jointly or severally liable to implement the arbitration awards made in such proceedings. In case of an award against a sub broker, if the sub broker fails to implement the award, the stock broker shall be liable to implement the same and would be entitled to recover the same from the sub broker.

15. The stock broker and the sub-broker hereby agree that all transactions in securities on behalf of the clients of the sub-broker shall be settled by delivery and/or payment, between the stock broker and the client in accordance with the provisions of rules, bye-laws and regulations of the relevant stock exchange on which the transactions took place and subject to the procedures for settlement of transactions laid down by the relevant stock exchange from time to time.
16. Information about default in payment/delivery and related aspects by a client, including that of a sub broker as a client shall be brought to the notice of the relevant stock Exchange (s) by the stock broker. In case where defaulting sub broker/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) by the stock broker.
17. The stock broker, the sub-broker or 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 at their respective addresses mentioned below. 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.
18. In the event of sub broker terminating this agreement and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is till all the existing / outstanding transactions / positions are settled and thereafter the client will have the option to get the services through any other sub broker of ACML after the client and the new sub broker mutually agree to enter into a fresh Broker-Sub broker- Client agreement, unless the client intimates to the stock broker his/its intention to terminate the agreement by giving a notice in writing of not less than one month.
19. This agreement shall forthwith terminate :
 - (i) if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stockbroker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled;
 - (ii) upon the demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or /withdrawal of recognition of the sub-broker by the stock exchange. Provided however, in such an event, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, till all the existing / outstanding transactions / positions are settled and thereafter the client will have the option to get the services through any other sub broker of ACML after the client and the new sub broker mutually agree to enter into a fresh Broker-Sub broker- Client agreement, unless the client intimate to the stock broker or the stock broker intimates to the client his/its intention to terminate the agreement by giving one month notice in writing.

X**Client Signature**

20. 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.
21. 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/Sub 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 therefrom.
22. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker/ sub 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.
23. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
24. Where the Exchange cancels trade(s) suo mot all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, member shall be entitled to cancel the respective contract(s) with client(s)
25. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
26. The client agrees to immediately notify the stock broker/sub broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker/sub broker at the time of opening of the account or at any time thereafter.
27. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
28. In addition to the specific rights set out in this Agreement, the stock broker, the sub-broker and the client shall be entitled to exercise any other rights which the stock broker, sub broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
29. The stock broker and the sub-broker hereby undertake 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 they shall not disclose the same to any person/authority except as required under any law/regulatory requirements: Provided however that the stock broker or subbroker may so disclose information about his client to any person or authority with the express permission of the client.
30. 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.
31. Words and expressions which are used in this agreement, but which are not defined herein shall, unless the context otherwise required, have the same meanings as assigned thereto in

X**Client Signature**

MANDATORY REQUIREMENTS**BSE - CASH****ACML**

the rules, byelaws and regulations of the Exchange and circulars issued thereunder.

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 Byelaws, 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 WHEREOF, the parties hereto have set their hands and signatures on the day, month and year first above written Signed for and on behalf of the Stock-Broker, the sub broker and the client.

Client
Name: <u>Client Name</u>
X Client Signature
Witness : Signature : _____ Name : _____ Address : _____

Sub-Broker
For, <u>Sub-Broker Name</u>
X Auth. Signatory
Address : _____
Witness : Signature : _____ Name : _____ Address : _____

Member
For, ASE CAPITAL MARKETS LTD.
X Auth. Signatory
MEMBER : BOMBAY STOCK EXCHANGE LTD. SEBI REGN. NO. : INB011107431 Regd. Office : Kamdhenu Complex, Opp. Sahajanand College, Panjarapole, Ahmedabad - 380 015
Witness : Signature : _____ Name : _____ Address : _____

TRIPARTITE AGREEMENT BETWEEN ASE CAPITAL MARKETS LTD.
AND ITS' SUB BROKER AND CLIENT

This Agreement (hereinafter referred to as "Agreement") is entered into on this DD day of MM 20YY, by and between ASE CAPITAL Markets Ltd.(hereinafter referred to as "ACML" or "the stock broker"), a Company registered under the Companies Act, 1956, and having SEBI Broker registration no. INB 231107435 of National Stock Exchange of India Ltd. (Hereinafter referred to as "the Exchange" or "NSE" and having its registered office at Kamdhenu Complex, Opp. Sahajanand College, Panjarapole, Ahmedabad -380 015, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her its, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

(Autho. Sign) ASE Capital Markets Ltd

AND

Name of Sub Broker

(name of the sub-broker) (hereinafter referred to as "the sub broker"), an individual/ a Partnership firm / a Corporate, who is a member of Ahmedabad Stock Exchange and Sub broker of ASE Capital Markets Ltd., having **SEBI Sub broker Registration No.**

INS _____ **(NSE)** and having his/its office/registered office at _____

Address of Sub Broker

which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Second Part;

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Sub. - Broker Sign.

AND

Trading Client Name

(name of the client of the sub-broker) (hereinafter referred to as "the client"), an individual and having his /her residence/office at _____

Trading Client Address

which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Third Part;

X

Client Sign.

WHEREAS

- The stock broker states that it is engaged, in the business of stock broking and is a Member of National Stock Exchange of India Ltd.,(hereinafter referred to as "the stock exchange") with SEBI registration Number(s) INB 231107435 (NSE).

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Client Signature

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.
4. 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, the sub-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 byelaws of the relevant stock exchange/SEBI.
 5. The stock broker and the sub broker agree that they shall co-operate and help each other in redressing grievances of the client in respect of transactions routed through them 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 clients of subbroker from the member and vice-versa.
 6. 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.
 7. 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.
 8. The stock broker and the sub-broker agree that each of them shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through them and they shall not jointly or severally do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
 9. The stock broker agrees to inform the sub-broker/client and keep them 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 sub-broker/client to comply with such schedules/procedures of the relevant stock exchange.
 10. The sub broker will provide assistance to stock broker and client to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
 11. The stock broker shall issue, individually for each client of his sub broker,contract notes in the format prescribed by the relevant stock exchange. The sub-broker shall render necessary assistance to his client in obtaining the contract note from the stock broker.
 12. The stock broker, the sub-broker and the client agree to abide by any award passed by the Ombuds man under the SEBI (Ombudsman) Regulations, 2003.
 13. 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 thereunder as may be in force from time to time.
 14. The stock broker and the sub-broker hereby agree that they will assist and cooperate with each other in ensuring faster settlement of any arbitration proceedings arising out of the

X**Client Signature**

transactions entered into between them vis-à-vis the client and they shall be jointly or severally liable to implement the arbitration awards made in such proceedings. In case of an award against a sub broker, if the sub broker fails to implement the award, the stock broker shall be liable to implement the same and would be entitled to recover the same from the sub broker.

15. The stock broker and the sub-broker hereby agree that all transactions in securities on behalf of the clients of the sub-broker shall be settled by delivery and/or payment, between the stock broker and the client in accordance with the provisions of rules, bye-laws and regulations of the relevant stock exchange on which the transactions took place and subject to the procedures for settlement of transactions laid down by the relevant stock exchange from time to time.
16. Information about default in payment/delivery and related aspects by a client, including that of a sub broker as a client shall be brought to the notice of the relevant stock Exchange (s) by the stock broker. In case where defaulting sub broker/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) by the stock broker.
17. The stock broker, the sub-broker or 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 at their respective addresses mentioned below. 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.
18. In the event of sub broker terminating this agreement and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is till all the existing / outstanding transactions / positions are settled and thereafter the client will have the option to get the services through any other sub broker of ACML after the client and the new sub broker mutually agree to enter into a fresh Broker-Sub broker- Client agreement, unless the client intimates to the stock broker his/its intention to terminate the agreement by giving a notice in writing of not less than one month.
19. This agreement shall forthwith terminate;
 - (i) if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stockbroker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled;
 - (ii) upon the demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or /withdrawal of recognition of the sub-broker by the stock exchange. Provided however, in such an event, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, till all the existing / outstanding transactions / positions are settled and thereafter the client will have the option to get the services through any other sub broker of ACML after the client and the new sub broker mutually agree to enter into a fresh Broker-Sub broker- Client agreement, unless the client intimate to the stock broker or the stock broker intimates to the client his/its intention to terminate the agreement by giving one month notice in writing.

X**Client Signature**

20. 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.
21. 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/Sub 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 therefrom.
22. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker/ sub 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.
23. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
24. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, member shall be entitled to cancel the respective contract(s) with client(s)
25. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
26. The client agrees to immediately notify the stock broker/sub broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker/sub broker at the time of opening of the account or at any time thereafter.
27. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
28. In addition to the specific rights set out in this Agreement, the stock broker, the sub-broker and the client shall be entitled to exercise any other rights which the stock broker, sub broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
29. The stock broker and the sub-broker hereby undertake 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 they shall not disclose the same to any person/authority except as required under any law/regulatory requirements, provided however that the stock broker or subbroker may so disclose information about his client to any person or authority with the express permission of the client.
30. 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.
31. Words and expressions which are used in this agreement, but which are not defined herein shall, unless the context otherwise required,

X**Client Signature**

have the same meanings as assigned thereto in the rules, byelaws and regulations of the Exchange and circulars issued thereunder.

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 Byelaws, 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 WHEREOF, the parties hereto have set their hands and signatures on the day, month and year first above written Signed for and on behalf of the Stock-Broker, the sub broker and the client.

Client	Sub-Broker	Member
Name: <u>Client Name</u>	For, <u>Sub-Broker Name</u>	For, ASE CAPITAL MARKETS LTD.
X Client Signature	X Auth. Signatory	X Auth. Signatory
Address : _____	Address : _____	MEMBER : NATIONAL STOCK EXCHANGE OF INDIA LTD. SEBI REGN. NO. : INB231107435 Regd. Office : Kamdhenu Complex, Opp. Sahajanand College, Panjarapole, Ahmedabad - 380 015
Witness : Signature : _____ Name : _____ Address : _____	Witness : Signature : _____ Name : _____ Address : _____	Witness : Signature : _____ Name : _____ Address : _____

MEMBER - CLIENT AGREEMENT

This Agreement (hereinafter referred to as "Agreement") is entered into on this DD day of MM 20YY, by and between ASE CAPITAL Markets Ltd.(hereinafter referred to as "ACML" or "the stock broker"), a Company registered under the Companies Act, 1956, and having SEBI Broker registration no. INB 011107431 of Bombay Stock Exchange of India Ltd. (Hereinafter referred to as "the Exchange" or "BSE" and having its registered office at Kamdhenu Complex, Opp. Sahajanand College, Panjarapole, Ahmedabad -380 015, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her its, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

(Autho. Sign) ASE Capital Markets Ltd

AND

Trading Client Name

(name of the client of the Authorised Person) (hereinafter referred to as "the client"), an individual and having his /her residence/office at

Trading Client Address

which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and

legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part;

Whereas the stock broker is registered as the stock broker of the Exchange with SEBI registration number INB 011107431 in the Capital Markets / Cash Segment of BSE and SEBI Registration number INF 011107431 in the Future and Option Segment of BSE.

Whereas the client is desirous of investing/trading in those securities / contracts / other instruments admitted to dealings on the Exchange as defined as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under from time to time.

Whereas the client has satisfied itself of the capacity of the stock broker to deal in equity / deal in securities 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.

Where as the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and Whereas the stock broker has taken steps and shall take the 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.

WHEREAS the stock borker and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

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Client Signature

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 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 bye-laws of the relevant stock exchange/SEBI.
4. The client agrees to abide by the exposure limits, if any set by the stock broker or by the Exchange or Clearing Corporation of 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 / Byelaws 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.

X**Client Signature**

8. The stock broker agrees to inform the client and keep him apprised about trading/settlement cycles, delivery / payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules / procedures of the relevant stock exchange.
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 and 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, Byelaws 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 clients is a corporate entity/partnership / proprietary firm or any other artificial legal entity, then the name(s) of director(s) / promoter(s) / Partner(s) / proprietors 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, Byelaws 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 Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of Rules, Byelaws and Regulations of the Exchange and the circulars issued there under.
19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
20. Where the 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

X**Client Signature**

member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion of 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, Byelaws and Regulations of the Exchange and ciuculars 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 form 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 its / his client to any person or authority with the express permission of the client.

27. The Client has been informed and he / she has taken note that the stock broker does not carry out any proprietary trading on its own account and does Client based business only.

This agreement can be altered, amended and / or modified by the parites 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.

Client

Name: _____

X

Client Signature

Witness :

Signature : _____

Name : _____

Address : _____

Member

For, ASE CAPITAL MARKETS LTD.

X

Auth. Signatory

MEMBER : BOMBAY STOCK EXCHANGE OF INDIA LTD.

SEBI REGN. NO. : INB 011107431 & INF 011107431

Regd. Office : Kamdhenu Complex, Opp. Sahajanand College, Panjarapole, Ahmedabad - 380 015

Witness :

Signature : _____

Name : _____

Address : _____

Note : All reference 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

This Agreement (hereinafter referred to as “Agreement”) is entered into on this DD day of MM 20YY, by and between ASE CAPITAL Markets Ltd.(hereinafter referred to as “ACML” or “the stock broker”), a Company registered under the Companies Act, 1956, and having SEBI Broker registration no. INB 231107435 of National Stock Exchange of India Ltd. (Hereinafter referred to as “the Exchange” or “NSE” and having its registered office at Kamdhenu Complex, Opp. Sahajanand College, Panjarapole, Ahmedabad -380 015, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her its, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

(Autho. Sign) ASE Capital Markets Ltd

AND

Trading Client Name

(name of the client of the Authorised Person) (hereinafter referred to as “the client”), an individual and having his /her residence/office at

Trading Client Address

which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and

legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part;

Whereas the stock broker is registered as the stock broker of the Exchange with SEBI registration number INB231107435 in the Capital Markets / Cash Segment of NSE and SEBI Registration number INF231107435 in the Future and Option Segment of NSE.

Whereas the client is desirous of investing/trading in those securities / contracts / other instruments admitted to dealings on the Exchange as defined as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under from time to time.

Whereas the client has satisfied itself of the capacity of the stock broker to deal in equity / deal in securities 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.

Where as the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and Whereas the stock broker has taken steps and shall take the 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.

WHEREAS the stock borker and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

X

Client Signature

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 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 bye-laws of the relevant stock exchange/SEBI.
4. The client agrees to abide by the exposure limits, if any set by the stock broker or by the Exchange or Clearing Corporation of 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 / Byelaws 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.

X**Client Signature**

8. The stock broker agrees to inform the client and keep him apprised about trading/settlement cycles, delivery / payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules / procedures of the relevant stock exchange.
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 and 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, Byelaws 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.
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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, Byelaws 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 Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of Rules, Byelaws and Regulations of the Exchange and the circulars issued there under.
19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
20. Where the 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

X**Client Signature**

member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion of 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 its Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and ciuculars 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 form 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 its / his client to any person or authority with the express permission of the client.

27. The Client has been informed and he / she has taken note that the stock broker does not carry out any proprietary trading on its own account and does Client based business only.

This agreement can be altered, amended and / or modified by the parites 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.

Client

Name: _____

X

Client Signature

Witness :

Signature : _____

Name : _____

Address : _____

Member

For, ASE CAPITAL MARKETS LTD.

X

Auth. Signatory

MEMBER : NATIONAL STOCK EXCHANGE OF INDIA LTD.
SEBI REGN. NO. : INB231107435 & INF 231107435

Regd. Office : Kamdhenu Complex, Opp. Sahajanand College, Panjarapole, Ahmedabad - 380 015

Witness :

Signature : _____

Name : _____

Address : _____

Note : All reference 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

This Agreement (hereinafter referred to as "Agreement") is entered into on this DD day of MM 20YY, by and between ASE CAPITAL Markets Ltd.(hereinafter referred to as "ACML" or "the stock broker"), a Company registered under the Companies Act, 1956, and having SEBI Broker registration no. INF 231107435 of National Stock Exchange of India Ltd. (Hereinafter referred to as "the Exchange" or "NSE" and having its registered office at Kamdhenu Complex, Opp. Sahajanand College, Panjarapole, Ahmedabad -380 015, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her its, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

(Autho. Sign) ASE Capital Markets Ltd

AND

Trading Client Name

(name of the client of the Authorised Person) (hereinafter referred to as "the client"), an individual and having his /her residence/office at

Trading Client Address

which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and

legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part;

Whereas the stock broker is registered as the stock broker of the Exchange with SEBI registration number INB 231107435 in the Capital Markets / Cash Segment of NSE and SEBI Registration number INF 231107435 in the Future and Option Segment of NSE.

Whereas the client is desirous of investing/trading in those securities / contracts / other instruments admitted to dealings on the Exchange as defined as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under from time to time.

Whereas the client has satisfied itself of the capacity of the stock broker to deal in equity / deal in securities 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.

Where as the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and Whereas the stock broker has taken steps and shall take the 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.

WHEREAS the stock borker and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

X

Client Signature

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 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 bye-laws of the relevant stock exchange/SEBI.
4. The client agrees to abide by the exposure limits, if any set by the stock broker or by the Exchange or Clearing Corporation of 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 / Byelaws 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.

X**Client Signature**

8. The stock broker agrees to inform the client and keep him apprised about trading/settlement cycles, delivery / payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules / procedures of the relevant stock exchange.
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 and 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, Byelaws 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.
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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, Byelaws 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 Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of Rules, Byelaws and Regulations of the Exchange and the circulars issued there under.
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20. Where the 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

X**Client Signature**

member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion of 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 its Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and ciuculars 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 form 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 its / his client to any person or authority with the express permission of the client.

27. The Client has been informed and he / she has taken note that the stock broker does not carry out any proprietary trading on its own account and does Client based business only.

This agreement can be altered, amended and / or modified by the parites 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.

Client

Name: _____

X

Client Signature

Witness :

Signature : _____

Name : _____

Address : _____

Member

For, ASE CAPITAL MARKETS LTD.

X

Auth. Signatory

MEMBER : NATIONAL STOCK EXCHANGE OF INDIA LTD.
SEBI REGN. NO. : INB231107435 & INF 231107435

Regd. Office : Kamdhenu Complex, Opp. Sahajanand College, Panjarapole, Ahmedabad - 380 015

Witness :

Signature : _____

Name : _____

Address : _____

Note : All reference 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.

MANDATORY REQUIREMENTS

ACML

IN-PERSON VERIFICATION OF CLIENT
 (Ref. No. : BSE Circular No. : 2008-0707-3 Dated : 07-07-2008 and
 NSE Circular No. NSE/INSP/10938 Dated : 04-07-2008)

CLIENT NAME :			
CLIENT CODE :	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	CLIENT SIGNATURE	X (To be signed in Presence of ACML Employee)

FOR ACML USE ONLY :- Following Documents Received and Verified with Original

PROOF OF IDENTITY

PAN CARD (Compulsory)
 Voter ID
 Passport
 Driving Licence

PROOF OF CORRESPONDENCE AND RESIDENCE ADDRESS

Bank Verification Letter
 Voter ID
 Bank Passbook
 Passport
 Driving Licence
 Rent agreement
 Telephone Bill
 Electricity Bill
 Bank Statement

PROOF OF BANK ACCOUNT

Cancelled Cheque with the client name printed
 Bank verification letter
 Bank Statement with Cancelled Cheque
 Bank Passbook with Cancelled Cheque

PROOF OF DEMAT ACCOUNT

Client Master And DP Statement (In case DP other than ACML or ASEL)
 In case of ACML or ASEL Demat Account, only client master required

NRI - ADDITIONAL REQUIREMENTS

Indian and foreign address
 Bank Account Either NRE OR NRO Status.

DOCUMENTARY EVIDENCE OF FINANCIAL DETAILS. (F & O)

Copy of ITR Acknowledgement
 Salary Slip
 Copy of Form 16 in case of salary income
 Any other relevant documents substantiating ownership of assets.
 Bank account statement for last 6 months
 Self declaration along with relevant supporting.

ACMLEMPLOYEE NAME :		ACML EMPLOYEE SIGNATURE :	
------------------------	--	---------------------------------	--

Place of Verification :	Date : DD / MM / YY
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FOR ACML - AUDIT USE ONLY

Sr. No.	Prticulars
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

INTERNAL CHECKLIST FOR AUDITOR'S AND MARKET - OPERATION DEPARTMENT

Scrutiniesed By	Pre-Audit Verfication	Authorised By	Post-Audit Verfication	Client Master Verified
	<p style="text-align: center;">Auditor Signature with stamp</p>		<p style="text-align: center;">Auditor Signature with stamp</p>	

MANDATORY / NON MANDATORY CLAUSES / REQUIREMENT**Confirmation note regarding KYC mandatory / non mandatory Clauses and requirement**

To,
 ASE Capital Markets Ltd.
 Kamdhenu Complex, Ambawadi,
 Ahmedabad – 38 00 15

Sub: Mandatory and Voluntary documents under documentary requirements for trading.

I / We understand that only the documents mentioned below seriated at 1 to 10 are mandatory (Part 1 of KYC) and non mandatory document or requirements below seriated at 11 to 17 (Part 2 of KYC) i.e any additional clauses or documentations that are being executed are voluntary and at the discretion of the trading member and me/us in compliance of SEBI circular no. MIRSD/ SE /Cir-19/2009 dated December 3, 2009 and further clarifications of SEBI communicated by BSE vide Notice No. 20091204-7 dated December 4, 2009 & 20100203-30 dated February 3, 2010 and NSE vide Circular no. NSE/INSP/2009/85 dated December 03, 2009 & Circular No. NSE/INSP/2010/91 dated February 03, 2010 as available in KYC document.

Documents Part 1 Mandatory :

	Page no.
1. KYC / Client Registration Form : Individuals / NRI	1 - 4
2. Authorized Person Details and Declaration for BSE Cash / NSE Cash and F & O	5 - 5
3. Format - Minor Trading Accounts / NRI Trading Account	6 - 6
4. Policies and Procedures of ACML for All Segment	7 - 14
5. Risk Disclosure Document (For All Segment)	15 - 21
6. Broker - Sub Broker - Client (Tripartite) Agreement - For BSE Cash	22 - 27
7. Broker - Sub Broker - Client (Tripartite) Agreement - For NSE Cash	28 - 33
8. Broker - Client Agreement - For BSE Cash (In case of Authorised Person)	34 - 37
9. Broker - Client Agreement - For NSE Cash (In case of Authorised Person)	38 - 41
10. Broker - Client Agreement - For NSE F & O	42 - 45
11. In - Person Verification	46 - 46
12. Auditor Work Sheet	47 - 47

Documents Part 2 Non Mandatory :

	Page no.
13. Confirmation note regarding KYC mandatory/non mandatory requirement	48 - 48
14. Client running account authorisation	49 - 49
15. E-mail consent to receive the contract note and trade confirmation	50 - 50
16. DP Charges debit declaration	51 - 51
17. SMS facility declaration	51 - 51
18. Additional clauses (Member-Client / Member-sub-broker-client agreement.)	52 - 58
19. Internet Trading through ACML (FT Software, BSE Webx, NSE NOW)	59 - 61
20. Check list for Individuals / NRI Account	62 - 63

I / We also understand that in order to avail special facility, I / We may have to execute further documents relating to such special facility provided by the Member which are voluntary and I / We need not execute such documents if I / We do not wish to avail the said facility.

Further, I / we have read, understood and executed KYC document and all the documents attached to the KYC and shall be binding upon me / us.

**Client
Signature** X

**Sub-broker
/Authorized
Signature** X

Authorization by the client to Broker, Sub broker / Authorized Person for maintaining running account

To,
ASE Capital Markets Ltd.
Ahmedabad

Dear Sir,

Sub: Authorization for running account maintenance on Monthly / Quarterly basis.

I/We the undersigned registered as client with you (The Broker and Sub-broker/Authorized Person) in BSE & NSE for cash and F& O segment request (whatever applicable) and authorize you to maintain a running account for all our transactions across all stock exchanges and across all segment for which we are registered with you. This authorization shall be renewed once in a year and can be revoked by me / us at any time, during the year, in writing to ACML.

I/We request you to give us the pay-out of securities and funds within prescribed time of pay-out unless requested otherwise. I/We specifically authorize you to maintain a running account (as per Option I or Option II below) / ledger stating all the movements of my/our securities and funds for margins, marking to market and pay-in pay-out etc. and maintain my/our credit balances of funds and securities which should be utilized for my/our all obligations (including upfront margin, initial margin, span margin, mark to market and pay-in and any other applicable margin as per exchanges). I/ we request you to provide me/us the account statement at least once in every month or quarter as applicable.

I/We undertake that all the running account maintenance conditions will be binding on me/us and I/We will be fully responsible for the above mentioned movements and adjustments of funds and securities across the stock exchanges and segments. Further I/We will not claim any interest on the funds and securities retained under this request and the sub-broker/authorized person and stock broker will not be liable for any loss, damage or any other consequences of this request by us to maintain running account.

Option : I (Monthly)

I/ We here specifically authorize stock-broker to maintain a running account on monthly basis subject to conditions as mentioned as per the SEBI Circular no. MIRSD/ SE /Cir-19/2009 dated December 3, 2009, BSE Notice No. 20091204-7 dated December 4, 2009 & 20100203-30 dated February 3, 2010 and NSE Circular no. NSE/INSP/2009/85 dated December 03, 2009 & Circular No. NSE/INSP/2010/91 dated February 03, 2010. (Annexure herewith in KYC)

X

Client Signature

(For maintain a running account On Monthly basis)

Option :II (Quarterly)

I/We here specifically authorize stock-broker to maintain a running on quarterly basis subject to conditions as mentioned as per the SEBI Circular no. MIRSD/ SE / Cir-19/2009 dated December 3, 2009, BSE Notice No. 20091204-7 dated December 4, 2009 & 20100203-30 dated February 3, 2010 and NSE Circular no. NSE/INSP/ 2009/85 dated December 03, 2009 & Circular No. NSE/ INSP/2010/91 dated February 03, 2010. (Annexure herewith in KYC)

X

Client Signature

(For maintain a running account On quarterly basis)

E-MAIL CONSENT TO RECEIVE THE CONTRACT NOTE AND TRADE CONFIRMATIONS

To,
ASE Capital Markets Ltd.
Kamdhenu Complex,
Amabwadi, Ahmedabad – 380015

Dear Sir,

Sub : E-mail consent to receive the contract note and trade confirmations and SMS facility.

E-mail ID details (In case of more than one e-mail ids first email is the default id for receipt of contract notes and trade confirmations)

Email ID :

Additional Email ID :

I/We hereby consent to receive the contract not/trade confirmations of the trades executed by me/us, bills and account statements thereof, notices, circulars, amendments and such offer correspondence or documents in electronic form duly authenticated by means of a digital signatures as specified in the Information Technology Act 2000 and the rules made thereunder, to any of my above mentioned email ids.

Any change in the email-id shall be communicatee by me/us through a physical letter and in respect of internet client, I/we shall request any change of email id through the secured access by me/us.

I/We further hereby agree that the member shall fulfill the legal obligation, if the above documents are sent electronically to any one of the above e-mail ids. I/We agree that the member will not be responsible for non-receipt of documents sent via electronic delivery due to change in email address/correspondence address as mentioned aforesaid. I/ We also agree that the member shall not take cognizance of out-of –office/ out-of-station auto replies and I/We shall be deemed to have received such electronic mails. Non receipt of bounced mail notification by the member shall amount to delivery of contract note at the email id given above.

Thanking You,

Your's truly,

Client Signature X

Sub-broker /Authorized Signature X

VOLUNTARY REQUIREMENT

ACML

Consent to debit the trading account for the DP charges and the penalties levied in the Demat account

To,
ASE Capital Markets Ltd
Kamdhenu Complex, Ambawadi,
Ahmedabad – 380 015

Sir,

I/We have a trading account as well as a Demat account with ASE Capital Markets Ltd (ACML-NSDL DP) and / or Ahmedabad Stock Exchange (ASEL-CDSL DP) For the convenience of payment of all the charges, pertaining to my demat account, I/we hereby request you to debit my trading account with all the DP account charges, as and when the bill is raised by ACML (NSDL-Depository Participant) and /or ASEL (CDSL-Depository Participant).

Further, I understand that in case of any non-compliance of the Bye Laws, Rules and Regulations as laid down by SEBI / Exchanges and/or the Depositories, and for any other matters that may be decided by ACML from time to time, ACML may charge penalty on me. Such penalty amount shall be directly debited to my account. I/We hereby request you to debit my trading account for the amount of penalty charges in my demat account with you.

The details of ACML-NSDL and/or ASEL-CDSL Demat Account are below :

DP Name	DP ID	Beneficiary ID
ASE Capital Markets Ltd.	IN302461	
Ahmedabad Stock Exchange Ltd.	13015200	1 3 0 1 5 2 0 0

Client Signature X

Sub-broker /Authorized Signature X

Registration of Mobile No. for Internet Trading and SMS Facility

To,
ASE Capital Markets Ltd
Kamdhenu Complex, Ambawadi,
Ahmedabad – 380 015

Dear Sir,

I/We request you to send customized alert message throw SMS with respect to transction/confirmation / information relating to my trading account to my follwoing Mobile No.

Client Signature X

APPLICABLE FOR ALL SEGMENT ACROSS ALL EXCHANGES

**NON MANDATORY CLAUSES/REQUIREMENTS :-
ADDITIONAL TERMS AND CONDITIONS
APPLICABLE TO THE CLIENT FOR AVALING
SECURITY TRADING SERVICES FROM ASE
CAPITAL MARKETS LTD.**

I/ We _____
(hereinafter referred to as "client") have entered into Member-Client agreement and or/ Member -Sub Broker-Client Agreement with you and/or the Sub-broker trading in Securities/Derivatives segment of the exchange(s). In pursuance thereof, I voluntarily and unconditionally hereby state and declare that I/ We hereby agree and have read and understood the terms and broking services of Member i.e. ASE Capital Markets Ltd. and agree to be bound by the same. I/We agree and confirm that these terms and conditions shall be applicable in case of Member-Client and/or Member-Sub-broker-Client Agreement and any reference to Member-Client Agreement or reference to Member-Sub-Broker-Client Agreement or reference to Sub-Broker of Member, as the Case may be.

1. The Client agrees that he will not do any trades/ transactions for any other person other than him by acting as remisier / agent/ trader/sub broker or in any other form without prior written permission of ACML and/or SEBI and/or getting registration from SEBI for the same as applicable
2. The Client understands that placing an order with the sub broker including a market order does not guarantee execution of the order. The Sub Broker has absolute right to reject any order that may be made by the client for any reasons whatsoever including for the breach of the requirement of maintaining the prescribed margin/deposit in the client account/bank account.
3. It is disclosed that ACML does not enter into any Proprietary trades and the Sub Broker may enter into proprietary trades.

4. The Client, sub broker and Stock Broker agrees that they will not involve in any cash transactions except in extreme emergency / exceptional circumstances subject to acceptance of all the parties to the transaction and statutory provisions in this regard.
5. **CLIENT REGISTRATION FORM** : The Sub Broker shall ensure that the Client fills the Client Registration form complete in all respects along with relevant documents and other related aspects as mentioned in the said Client Registration Form which is annexed to this Agreement. The Sub Broker shall forward the duly completed Client Registration Form to the Stock-Broker along with this Agreement

The Client hereby undertakes to execute all trades for his own behalf only and will not indulge in any sub-broking activity unless duly registered with SEBI under intimation to the Sub Broker and Stock-Broker.

6. **ORDER MODIFICATION CANCELLATION AND TRADE CONFIRMATION**: The Client hereby agrees that the Orders (either oral or written as the case may be) that are given to the Sub Broker and put through the automated trading system of the Exchange by the Stock-Broker / Sub Broker on his/ her/its Client's behalf may result into trade upon matching of the order in the automated trading system of the Exchange and upon such matching the trade confirmation slip may be provided to the Client, if so desired by the Stock-Broker through hand delivery, fax or E-mail, if available with the client.

In the event the Client desires to modify/cancel the order then the same may be informed to the Sub-Broker/Stock-Broker by telephone or in writing by sending a fax or through E-mail for modifying / cancelling the order on the automated trading system of the Exchange by the Sub-Broker/Stock-Broker.

Upon such modification/cancellation of order by the Sub Broker/Stock-Broker, the client shall

X**Client Signature**

VOLUNTARY CLAUSES

ACML

be informed within a reasonable period of time by telephone or in writing by sending a fax to the Sub-Broker/Stock-Broker and the same shall be intimated by the Sub-Broker/Stock-Broker to the Client orally which intimation shall be deemed to be confirmed by the Client to the Sub Broker/ Stock-Broker.

In case the Client requires an executed trade to be cancelled, the Client shall give the request for trade cancellation in writing immediately within 10 minutes from the time of trade. The Client further agrees that the right to approve or reject the cancellation of trade rests with the Exchange.

The Sub Broker shall forward the trade confirmation to the client, in the form of contract note cum bill or otherwise issued by the Stock Broker via mail, e-mail, fax, courier, Register A.D., Oral communication or otherwise at the postal address, telephone/fax nos, e-mail address intimated by the Client to the Sub Broker/Stock-Broker. Non receipt of bounced mail notification by the stock broker shall amount to delivery of contract note at the email Id given by the client. The Client understand that it is his/her its responsibility to review the trade confirmations, the contract notes, the bills or statements of account immediately upon their receipt via the electronic media or otherwise. All information contained therein shall be binding upon the Client, if the client does not object in writing to any of the contents within twenty four hours of such intimation / confirmation received from the Sub Broker /Stock-Broker.

In all cases, the Stock-Broker reserves the right to determine the validity of the clients objection to the transaction. The client agrees that the stock-broker will not be responsible for the non-receipt of the trade confirmation due to any change in the correspondence address of the Client not intimated to the sub Broker/Stock-Broker in Writing immediately.

7. **SHORTAGES:** The Sub Broker has made aware the Client, that in case of purchase of securities

by the Client, at times the Stock-Broker may be unable to deliver the securities to the said purchaser on the payout day due to non receipt of the securities from the stock exchange(s) or in case of non receipt of the said securities from another Client of the Stock-Broker who has sold the securities against the said purchase transaction. In case of such short delivery; the securities shall be delivered to the purchaser as per the policy specified by the Stock-Broker and as amended from time to time.

8. **CLIENT'S AUTHORIZATION:** The Client authorizes the Stock-Broker, (at the Stock-Broker's discretion, should the Stock-Broker deem necessary for the Stock-Broker's protection), to buy, sell or close out any part or all of the trades done by the Client in his/her/its account with the Stock-Broker. Any and all losses, financial charges and/or incidental expenses incurred by the Stock-Broker, and agent or sub broker of the Stock-Broker and/or any other individual, partnership, corporation, company, organization, association, trust or other entity acting for or on behalf of the Stock-Broker, in doing the aforesaid shall at the discretion of the Stock-Broker, be reimbursed by the Client/ Charged to and borne by the Client/deductible by the Stock-Broker from the monies and/or collateral/margin of the Client available with the Stock-Broker.

9. **MARGINS:** The Sub-broker shall ensure that the Client pays an initial margin up-front on or before creating position in cash market, of the Exchange, such margin shall be higher of that determined by the Stock Broker of the Exchange from time to time which shall be binding on the Client. Furthermore, the Client is liable to pay or receive daily margins depending upon whether the price of the trades/transactions moves for or against the position taken. The Sub Broker shall further ensure that the Client also pay withholding margins, special margins or such other margins as are considered necessary by the Stock-Broker or the Exchange from time to time.

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Client Signature

VOLUNTARY CLAUSES

ACML

The Sub Broker and Client hereby agree that the Stock-Broker shall be entitled to charge interest at such rate as may be determined by the Stock-Broker in its sole discretion on the debit balance in the collateral/margin account of the Client. Without prejudice to the foregoing, the Stock-Broker shall be entitled to refuse to execute any orders of the Client, until such time as the Client has deposited adequate collateral/margin to the satisfaction of the Stock-Broker. The Client agrees that except for the first and exclusive interest created by the Client in favour of the Stock Broker, without the prior written consent of the Stock-Broker, it shall not cause and/or allow any collateral/ margin deposited with the Stock-Broker to be or become the subject matter of any lien or pledge or encumbrances of any nature whatsoever.

The Sub Broker and Client hereby confirm that all collateral/margin owned by the client singly or jointly and deposited with the Stock Broker for the purpose of securing the dealings of the Client shall be subject to a continuing security, lien and set off for the discharge and satisfaction of the obligations or liabilities of the Client to the Stock-Broker any agent or sub-broker of the Stock-Broker and/ or any other individual, partnership, corporation, company, organization, association trust or other entity acting for or on behalf of the Stock-Broker. The Stock-Broker may hold such collateral/margin until the dues and/or obligations of the Client as aforesaid are fully satisfied and the Client shall remain liable for any deficiency that may arise after applying the proceeds of such collateral/margin.

The Sub Broker and Client hereby authorize the Stock-Broker to deposit with any depository participant, Clearing House (as the case may be), any custodian or any other such authority authorized for this purpose under applicable law, all or part of collaterals/margin placed by the client with the stock broker as security for the purpose of operation for this agreement, until

such time as the client becomes eligible for delivery or refund (as the case may be) of such collateral/margin.

The stock broker reserves the right in the sole and absolute discretion to collect additional margins (even though not imposed by the Exchange(as the case may be) and / or SEBI), and the client shall be required to pay such additional margins to the stock broker and the sub broker shall ensure that the said additional margins are received from the client.

10. TRANSACTIONS AND SETTLEMENTS : The Sub- Broker and client hereby agree and confirm that
- a) Unless the Stock-Broker otherwise permits, all orders for the purchase and/or sale of securities shall result in delivery of securities for a sale trade or payment for purchase trade.
 - b) The Stock Broker shall not be obliged to deliver any securities or pay any money to the Client unless and until the same has been received by the Stock-Broker from the Exchange or the Clearing Corporation (as the case may be).
 - c) Unless the Stock-Broker otherwise specifies, and subject to the Stock-Broker's rights of set off and other rights, the Securities to be delivered by the Stock-Broker to the Client pursuant to the Client's purchase transactions shall be delivered by the Stock-Broker to client's Depository Account and sale proceeds to be paid by the Stock-Broker to the Client shall be credited to the Stock-Broker Account on or after the pay-out date, as scheduled by the clearing House and as prescribed by the Stock-Broker from time to time.
 - d) The Stock-Broker shall have the right to allocate securities and money among the Client and other Clients for the Stock-Broker in a manner and from that the Stock-Broker deems fit where
 - (i) the Stock-Broker has a net purchase obligation in respect of the Client and other Clients with The Exchange, but receives a short

X

Client Signature

delivery and (ii) the Exchange is only able to partly receive in auction and partly close out the securities falling short on behalf of the defaulting party.

- e) The Stock-Broker shall be entitled to offset the purchase value of the purchase transaction of the Client against the proceeds of a sale transaction of the Client.

11. OBLIGATIONS IN THE EVENT OF SHORT SALES : In the event that the Sub Broker through the Stock-Broker makes a short sale of any securities on the instructions of the Client and the latter fails to deliver the securities either, fully or in part, the Stock-Broker shall have the express authority, and the Client hereby gives to the Stock-Broker such express authority, to buy or otherwise arrange for the securities in question to meet the obligations arising out to such failure of the Client without any further reference to the Client. The Client and Sub Broker jointly and severally shall be responsible for any loss that may be sustained by the Stock-Broker as a result of such failure of the Client to deliver the securities.

Notwithstanding the aforesaid, the Stock Broker shall be entitled in its discretion, to effect a short delivery to the Client for a purchase trade, inter alia, where the counter-party, being the seller(s) in the respective transactions deliver(s) short to the Exchange and the Exchange is not able to buy-in the Securities falling short on behalf of the defaulting party and therefore closes out the transaction as per the Rules, Bye laws and Regulations of Exchange.

12. DISCHARGE OF OBLIGATION AND COMPLIANCE BY THE CLIENT : The Client hereby undertakes to,

- a. discharge its obligations with respect to payment for the business done/dealing in a timely manner, so as to enable the Stock-Broker to meet its obligations to the relevant Exchange(s), the clearing House (as the case may be) and/or otherwise; and

- b. Otherwise be fully responsible for all of its dealings, payments and orders

The Client and Sub Broker shall be liable for all such liabilities as may arise due to nonfulfillment of any obligations by the Stock Broker towards any Exchange or any other regulatory authority due to the noncompliance by the Client of its obligations to or through the Stock Broker.

13. RESTRICTIONS AND REGULATIONS OF DEALINGS: The Stock-Broker shall at its discretion decide, from time to time, the volume of business which the Client introduced by the Sub Broker may transact during any trading day on the Exchange. Notwithstanding such an agreement / arrangement, the Stock Broker shall have absolute discretion to reduce the volume of business of the Client or restrict dealings by the Client without any prior notice to the Client or Sub Broker inter alia, having regard to

- 1. the volatility in the market,
- 2. in view of impending price sensitive announcements;
- 3. any restrictions in relation to volume of trading /outstanding business or margins stipulated by any Exchange;
- 4. political instability in the Country;
- 5. presence of any other price sensitive factors;
- 6. failure by the Client to maintain the applicable collateral/margin; and / or
- 7. delays by the Client in meeting its obligations / dues relating to the business / dealings done under this Agreement or pursuant to any other agreement between the Client and the Stock-Broker.

14. LIQUIDATION / CLOSE OUT OF POSITIONS: 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 with oral intimation to sub broker for non payment of margins, other amounts due from the client to the stock broker, an Exchange, a clearing house, any agent or sub broker of the stock broker and / or other individual,

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Client Signature

VOLUNTARY CLAUSES

ACML

partnership, corporation, company, organization, association, trust or other entity acting for or on behalf of the stock broker, or any other outstanding debts etc. Any and all losses, financial charges and / or incidental expenses incurred by the Stock broker on account of such liquidation / close out shall (at the discretion of the stock broker) be reimbursed by the client and / or sub broker / charged to and borne by the client and / or sub broker / deductible by the stock broker from the monies and / or collateral margin of the client or brokerage of the sub broker available with stock broker.

- 15. SHARING OF INFORMATION : The Client agrees to immediately furnish information to the Stock-Broker and Sub Broker in writing in the event that is likely to have an adverse effect on the financial position of the Client.

Upon receipt of information from the Client as aforesaid, the Stock-Broker or Sub Broker shall be entitled to take such action (in its absolute discretion) as it may consider necessary in order to protect its own interest, including without limitation liquidating/closing out all outstanding positions of the Client under oral intimation to the Sub Broker. Any and all losses, financial charges and / or incidental expenses incurred by the Stock Broker on account of such liquidation/closing out shall (at the discretion of the Stock Broker), be reimbursed by the Client and / or Sub Broker/Charged to and borne by the Client and/or Sub Broker deductible by the Stock Broker from the monies and / or Clients Collateral/Margin or from the Brokerage of the Sub Broker available with the Stock Broker.

Similarly, the Stock Broker agrees to inform Client through the Sub Broker of the following.

- i. the trades/transactions and the contract executed and associated obligations to the client.
- ii. the daily settlement position and daily obligations of the Client in relation to its dealings in Cash Market through the Stock Broker on the Exchange, and

iii. the account of the Client with the Stock Broker, any movement in the price of the securities traded against the Client at the end of the day on the Exchange.

- 16. EFFECT OF ATTACHMENT : The Stock-Broker shall not be liable for refusing to obey orders given by or for the Client with respect to its account(s) with the Stock Broker (including without limitation of any Client Account) Which has or have been subject to attachment in any legal proceeding or under any applicable law for the time being in force, against the Client and the Stock Broker shall not be under any obligation to contest the validity of such attachment or sequestration. Further the Client shall be liable to indemnify the Stock Broker from and against any loss of expenses suffered and/or incurred by the Stock Broker as a result of such attachment.

- 17. SEVERABILITY : In the event of any provisions of this Agreement being held to be becoming invalid, unenforceable or illegal for any reason, such invalidity unenforceability or illegality shall attach only to such provision or condition, and this Agreement shall remain otherwise in full force apart from the said provision, which will be deemed deleted. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein. The Stock-Broker 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.

- 18. NO WAIVER : Any failure and/or delay on the part of the Stock Broker to insist on strict compliance/exercise with any of the terms, conditions, provisions, powers and/or rights in this Agreement or a continued course of such conduct shall at no time operate as waiver, in full/part, of such terms, conditions, provisions, powers and/or rights. All such powers, remedies

X
Client Signature

VOLUNTARY CLAUSES

ACML

and/or rights are cumulative and not exclusive to any other powers, remedies and/or rights that the Stock Broker may otherwise have.

- 19. FORCE MAJEURE : The Stock-Broker shall not be responsible for any losses, costs or damages resulting directly or indirectly from:
 - i) any action, omission, suspension of trading decision or ruling of any exchange or regulatory, governmental or other body or of any other person which is beyond the Stock Broker's control (including stock broker, exchange, dealing or clearing house) or
 - ii) any war, strike, lock-out, natural disaster, act of terrorism, delay in postal services or any other delay or inaccuracy in the transmission of order or other information, or any breakdown, failure or malfunction beyond the control of the Stock Broker of any telecommunication or computer system.

The above Force Majeure events do not exempt the Client to fulfill the obligations in his account with the Stock-Broker.

20. COMMUNICATION AND NOTICES :

- 1. All notices or communications issued under this agreement shall be served in anyone or more or all of the following ways under (a) to (j) below and such notice or communication shall,be served at the ordinary business address and / or ordinary place of residence and / or last known address of the party in anyone or more of the following ways.
 - (a) by post (b) by registered post (c) under certificate posting (d) by express delivery post (e) by telegram (f) affixing it on the door at the last known business or residential address (g) by oral communication to the party or on the last known telephone number or on the recording machine of such number(h) by advertising it in atleast one prominent daily news paper having circulation in the area where the last known business or residential address of the Client is situated (i) by sending a message through trading system (j) by a notice posted

on the notice board of the Exchange if no address be known (k) by electronic mail or fax (I) by hand delivery.

- 2. Any communication sent by the Stock Broker to the Client or sub broker shall be deemed to have been properly delivered or served, even if such communication is returned to the Stock Broker as unclaimed/refused/undelivered, if the same is sent to the ordinary business address and / or ordinary place of residence and/or last known address of the party, in anyone or more of the ways as mentioned in clause 51 (1) above.
- 21. SETTLEMENT OF CLAIMS: For the illegal acts or unfair trade practices of the Client, if any penalty is levied or any other loss that may be suffered by the Stock Broker due to suspension of the Stock Brokership of the Stock Broker, the Stock Broker shall pass on the said penalty or fine or exemplary damages that are levied by the Exchange to the Client which shall be paid/adjusted from the balances, if any, of the Client lying with the Stock-Broker.
- 22. AMENDMENT : The Stock Broker may from time to time amend the agreement if required, for complying with any change in Statute, Regulation or with the requirements of any competent authority or if required under its corporate policies. The same shall be intimated to the Client by the Stock Broker through the Sub Broker in writing through letters from time to time which shall be part and parcel of this agreement. In case the Client continues to deal with the Sub Broker in writing through letters from time to time which shall be part and parcel of this agreement. In case the Client continues to deal with the Sub Broker affiliated to the Stock Brokers subsequent to the intimation of such amendments, it shall be deemed that the Client is agreeable to the new clauses. However the Client has right to terminate the

X
Client Signature

VOLUNTARY CLAUSES

ACML

agreement through communication in writing by giving one month notice subject to the meeting of the financial and other obligations under this agreement.

23. JURISDICTION AND GOVERNING LAW :

All trades, transactions and contracts are subject to the Rules and Regulations of the respective Exchange (s) on which the trades have been executed and the parties to such trade shall be deemed to have submitted to the jurisdiction of the courts as may be specified for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange (s).

24 . INVESTMENT ADVICE :

24.1 The Client acknowledges that the Stock Broker shall not be liable to provide him with any legal, tax investment of accounting advice or advice regarding the suitability or profitability of a security or investment.

24.2 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 advice from the Stock Broker

or any of its employees.

24.3 The Client agrees that in the event of the Stock Broker or any employee or official of the Stock Broker providing any information, 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.

24.4 The Client assumes full responsibility with respect to his investment decisions and transactions.

24.5 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.

24.6 The Client shall always keep himself abreast of all requirements to be complied by him under various laws including the Foreign Exchange Management Act, 1999 wherever applicable and the rules, regulations, directions circulars, notifications or guidelines issued under or pursuant to the relevant laws.

I/We read, Understood and agree

Client	Sub-Broker	Member
Name: <u>Client Name</u>	For, <u>Sub-Broker Name</u>	For, ASE CAPITAL MARKETS LTD.
X Client Signature	X Auth. Signatory	Auth. Signatory
Witness : Signature : _____ Name : _____ Address : _____	Witness : Signature : _____ Name : _____ Address : _____	Witness : Signature : _____ Name : _____ Address : _____

TERMS AND CONDITIONS FOR TRADING THROUGH INTERNET

In case the CLIENT wish to avail and trade through web based facility i.e I internet / online trading facility , following additional terms and conditions shall be applicable to the CLIENT for availing such facility from the MEMBER. By signing hereunder for the online terms and conditions, the CLIENT hereby consents to the terms and agree to be bound by it.

I, We _____
(hereinafter referred to as "Client") have entered into Member-Cleint agreement and/or Member-Sub-Broker-Client agreement with me/us for trading in securities/derivatives transctions, in pursuance therefore, I, Voluntarily and unconditionally hereby wish to avail internet/web based trading facility form the member and further unequivocally agree and acknowledge applicability and additional terms and conditions for availing such facility mentioned herein below.

I/We understand and agree that these web-site usage terms are in addition to, and not in derogation of, the applicable terms and conditions mentioned in the Member-Client Agreement and/or Member-Sub Broker-Client Agreement and Voluntary terms mentioned hereinabove confirmed by the CLIENT .

I/We understand and accept that the Member has the absolute discretion to amend or supplement any of the Internet Trading usage terms at any time and will give prior notice of 15 days for such changes. Changed terms and Conditions shall be communicated to the CLIENT on the MEMBER's Web-Site and other acceptable modes of communication. By using the services, CLIENT shall be deemed to have accepted the change internet trading terms.

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

1. Definitions "IBT" means internet based trading, being a system approved by the Exchange for enabling clients to route their orders to their Member over the internet.

"IBT Service" means the service offered by the Member to its clients through IBT where under the clients can route their orders for purchase, sale and other dealings in securities / contracts on the Exchange through the Members Web Site.

"Password" means alpha, numeric or alphanumeric code used by the client to validate his username and access the IBT Service.

"System" means the system hosted by the Member on the internet through which the IBT Service is offered, the Member's system for accepting orders over the telephone and also includes any other system offered by the Member for accepting orders from a client and performing any part of the Service.

"Member's Site" means the Member's web site at or such other web site as may be hosted by the Member for access through the internet, through which the Member offers the Services.

2. The client will be entitled to a unique User Name, Password and Customer User identification Number or other identification or security code (herein after referred to as 'IBT account'), which will enable the client to access the Member's System or Service through the Member's website.
3. The client acknowledges that he is fully aware of and understands the risk associated with trading through IBT, including the risk of misuse and unauthorized use of the User Name, Password and Customer User identification Number. And being so fully aware he desires to avail of such facility out of his own free will and is agreeable to bear all associated risks and responsibility.
4. The client shall be responsible for keeping the User Name, Password and Customer User identification Number allotted to him confidential and secure. The client shall be wholly accountable for all the trades executed from the IBT account allotted to him.

Client
Signature X

VOLUNTARY REQUIREMENT

ACML

5. The client shall immediately inform the Member in case he.
 - discovers any flaw in the member's IBT security system.
 - discovers or suspects unauthorized access through his IBT account.
 - notices any discrepancies in use of IBT account allotted.
 - he does not, on the same day as the receipt or execution of an order by the member, receive a message from the member indicating that the order has been received or executed; he does not receive an accurate written confirmation of an execution; or receives confirmation of an order and/or execution which he did not place; or receives inaccurate information about his account balances or positions taken or transaction history along with all the particulars including the date, manner of use, the transactions effected, etc.
6. In any of the above events, the Member will allot new user name, password or User identification Number or other identification or security code to the constituent to secure the authenticity of the orders placed by the constituent through his IBT account on the Member's web site.
7. The constituent shall log off from his IBT account when he completes a session. The constituent will be solely liable for the consequences of failure to log off his IBT account.
8. The constituent agrees and undertakes to immediately deposit with the Member such cash, securities of other acceptable security, which the trading member may require as margin. The Member is entitled to require the constituent to keep permanently with him a margin of a specified value as long as the constituent desires to avail the facility of trading through IBT system.
9. The Constituent acknowledges that an instruction to modify or cancel an order placed on the trading system of the Exchange may not be carried out if –
 - (a) the order was executed before such instruction was received by the Member's IBT System or
 - (b) it was executed within a short time thereafter, which turns out to be insufficient for the Member's IBT System to place a corresponding instruction in the Exchange's trading system prior to its execution
10. The Member will send an online confirmation to the constituent on his IBT account upon the execution or cancellation of order placed by the constituent using the IBT service.
11. This agreement is supplemental to and does not supersede, the Member- Constituent Agreement. Save and except as modified expressly or by implication by this Agreement the Member- Constituent Agreement shall apply to transactions done through IBT system also.
12. The constituent acknowledges that all the information provided while applying for IBT facility are true and correct and are not misleading and the constituent is aware that the Member has agreed to provide the facility of trading through IBT system on the basis of such information.
13. The constituent is aware that trading over internet involves many uncertain factors and complex hardware, software systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and it is possible that the Member's service may become unavailable without notice. The Member and the Exchange do not make any representation nor warranty that the IBT Service will be available to the constituent at all times without any interruption. The constituent agrees that he shall not have any claim against the Exchange and the Member on account of any suspension, interruption, non-availability or malfunctioning of the member's System or Service or the Exchange's service or systems for any reason whatsoever.
14. The Member and the constituent shall abide by the Exchange requirements and the terms of the IBT service provided by the Member, in force from time to time.
15. The Member will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rulings, suspension of trading, computer, communication, telephone or

Client
Signature X

VOLUNTARY REQUIREMENT

ACML

system failure, war, natural calamities, accident, power failure, equipment or software malfunction, strikes or other conditions beyond the Member’s control.

- 16. The constituent agrees that the Member may at any time discontinue this Agreement, by giving not less than seven days notice. Provided that in exceptional circumstances the member may terminate this agreement without advance notice to the constituent. The constituent may at any time terminate this Agreement by not less than seven days notice to the Member, provided that unless the Member otherwise permits, the constituent shall not be entitled to terminate this Agreement so long as any amount is payable by the constituent to the Member.
- 17. In the event of any provisions of this Agreement being held to be or becoming invalid, unenforceable or illegal or any reason, this Agreement shall remain otherwise in full force apart from the said provisions 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.
- 18. No forbearance, relaxation or inaction by any party at any time 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.

- 19. The Member and the constituent are aware of the provisions of rules, bye-laws 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
- 20. All trades, transactions and contracts are subject to the rules, bye-laws 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, bye-laws and regulations of the Exchange.

I/We accept, understand, confirm and acknowledge the aforesaid terms.

Online Trading option :

NSE Now : BSE Webx :
 ACML online system : Odin Diet :

Place :

Client Signature X

CHECK LIST FOR INDIVIDUALS AND NRI ACCOUNT

ACML

PROOFS MANDATORY REQUIREMENT FOR ALL ABOVE CATEGORIES**Proof of Identity: (Please Provide Photocopy of any one)**

- PAN CARD (Compulsory) Voter ID
 • Passport • Driving Licence
• The proofs should be valid for atleast Next 2 Months.

Proof of Correspondence and Residence Address : (Please provide photocopy of any one)

- Bank Verification Letter (Original) Voter ID Bank Passbook (With Latest Quater Balance)
 • Passport • Driving Licence • Rent agreement (notarized Copy)
 ••Telephone Bill ••Electricity Bill ••Bank Statement (or latest Quater)
• The proofs should be valid for atleast Next 2 Months. ••The proofs should not be more than 2 Months old.

Proof of Bank Account : (Pl. Provide Photocopy of any one)

- Cancelled Cheque with the client name printed Bank verification letter (Original)
 • Bank Statement with Cancelled Cheque • Bank Passbook with Cancelled Cheque
• The proofs should be latest or last quarter which may be latest

Proof of Demat Account

- Client Master and DP Statement (Both required) : The name and DP account number should be the same as information filled in the application form. DP Statement should clearly show DP ID and Client ID.
 In case of ACML or ASEL Demat Account then only client master required

NRI - ADDITIONAL REQUIREMENTS

- PAN Card is Compulsory.
 Only Valid Passport shall be accepted as proof of identity and proof of address
 Indian and foreign address of client along with proof is mandatory.
 Bank Account Shall be Either NRE OR NRO Status.
 Permission for dealing in securities from Authorised Dealer (Bank)/RBI Approval is mandatory.
 FEMA Declaration for NRI Client. (Annex -2)

DOCUMENTARY EVIDENCE OF FINANCIAL DETAILS. (F & O)

- Copy of ITR Acknowledgement Salary Slip
 Copy of Form 16 in case of salary income Any other relevant documents substantiating ownership of assets.
 Bank account statement for last 6 months Self declaration along with relevant supporting.

IN CASE OF MINOR ACCOUNT

- Gauradian's proffs require as per Individual client
 Certified Birth Certificate copy of Minor
 Minor PAN Card compulsory
 Bank proof should be under minor category and Gauradian should be a authorised signatory
 Demet Account should be under minor category.
 Undertaking by Gauradian of Minor. (Annex - 1)

SIGNIFICANT OF DOCUMENT FOR ALL CATEGORIES

ACML

- 1. Proof of Identity :** PAN CARD is Mandatory for the trading purpose as per SEBI and other Proof will require in case of further verification of Client Identity.
- 2. Proof of Correspondence/Residence/Regd. Office Address :** For proper Correspondence and timely dispatch of Documents like Contract Note fund ledger, Security transaction ledger, new amendment, rules etc. as per SEBI/Exchange guideline.
- 3. Proof of Bank Account :** Bank Account proof is required for the registration of bank details in KYC & funds Pay-in /out purpose. Further no third party cheque allowed for Funds Pay-In obligation and also Pay-out should be released only registered Bank account of client.
- 4. Proof of Demat Account :** Demat Account Proof is required for the registration of demat details in KYC & Securities pay-in / out purpose.
- 5. Any other proof excluding above four :** Any Declaration, Resolution, Bank verification, Legal document, Balance-sheet, It Return in HUF/Proprietorship/Partnership firm/NRI/Corporat category are required under various law/ SEBI/Exchanges guidelines as applicable.

BE CAUTIOUS

1. The account opening form, risk disclosure documents and member-sub-broker client, member-client agreement are filled properly and do have: **(a)** Client name and signature at all places required – as it appears on the PAN card. **(b)** Address – as it appears on the address proof. In case permanent and correspondence addresses are different, make sure to provide separate address proof for both of them. **(c)** Witness signature – at all places required on the form **(d)** N.A. to be mentioned in the columns not applicable to the client.
2. All Proofs, photographs and signature on the applicable to the client
3. All proofs are signed and sealed with “Verified against original”
4. All Corrections on the form are countersigned with full signature. White ink is not allowed either on form or agreement.
5. Agreement has been executed within 6 months of the Stamp Franking date.
6. POA is duly franked and notarized.

Acknowledgement

I/We have received the photocopies of all documents i.e. KYC form, Client agreement, Risk disclosure document, and all other documents executed by me/us from the member upon registration of Trading Account.

Client Name :

Place : Date : **D D / M M / 20**

**Client
Signature** **X**

