



Individual Account Opening Form (Trading)

ProStocks (ProStocks is Trade Name of Sunlight Broking LLP)

MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGE

Sr. NO.	DOCUMENT	SIGNIFICANCE	PAGE(s)
1	Account Opening Form	KYC form - Document captures the basic information about the constituent and an instruction/check list for filling KYC form.	1-2
2	Trading Related Details	Document captures the additional information about the clients relevant to trading	3-6
3	Policies and Procedures	Document describing significant policies and procedures of the stock broker	7-10
4	Tariff Sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s)	11
5	Authorization of running account / request letter	Letter of Authority /request to ProStocks (Sunlight Broking LLP)	12
6	Declaration	NRI Declaration	13
7	Intimation of money laundering	This document is to make the client aware of Anti Money Laundering (AML)Provisions.	13
8	Voluntary Terms & Conditions	Additional Terms & Conditions other than those prescribed by SEBI / Exchanges to avail various broking and depository services by the Client.	14-25
9	Rights and Obligations	Document stating the Rights & Obligations of stock broker / trading member, sub-broker and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	26-30
10	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the Securities Market.	31-34
11	Guidance Note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	35
12	Policy for Voluntary Freezing	Policy for Voluntary Freezing/Blocking of Online Access to Trading Accounts Due to Suspicious Activities	36-37

REGISTERED OFFICE ADDRESS



Sunlight Broking LLP

327, Govindam Tower, Old RTO Road, Gandhi Nagar, Bhilwara, Rajasthan, India 311001

Compliance Officer

Mr. S P Toshniwal

Telephone: +91-22-62434343

Email: compliance@prostocks.com

CEO

Mr. S P Toshniwal Telephone:

+91-22-62434343

Email: spt@prostocks.com

MUMBAI OFFICE ADDRESS



Sunlight Broking LLP

B-50, Pravasi Industrial Estate, Goregaon (E), Mumbai - 400063

Telephone: +91-22-62434343

Email: support@prostocks.com

SEBI Regn. No.: INZ000048660

Registration Date: May 06, 2016

BSE: Member code : 6635

NSE: Member code : 90084

CDSL: IN-DP-280-2016

Clearing Member Information

IL&FS Securities Services Limited:

INF231133630, INF011133834, INE231308334

INE011311532 CIN: U74992MH2006PLC163337

For any grievance/ dispute please contact **ProStocks** at the above address and/ or email id: investorcompliances@prostocks.com and/ or Phone No. +91-22-62434343. In case you are not satisfied with the response, please contact the concerned exchange(s) at National Stock Exchange of India Limited at [ignse@nseindia.com and Phone No. 1800-220-058] and Bombay Stock Exchange Limited at [jis@bseindia.com and Phone No. +91-22-2272-1234/33, Fax No. +91-22-2272-3677].

QUICK CHECKLIST

- Affix passport size photograph on page no. 1 and sign across it. Sign all areas marked with '☞'.
- Photocopy of PAN card and address proof with signature (not needed if registered on KRA).
- Photocopy of last 6 months bank statement (should be an active account with sufficient balance) or last year's Income Tax Return (ITR) or last 6 month's salary slip with signature.
- Copies of all other documents submitted should be self-attested.
- Cancelled cheque to link your primary banking account - if name not printed, please attach latest Bank Statement to validate the same.
- Name to be filled as per Income tax registration / PAN card.
- Address mentioned on the KYC form should match exactly as per proof submitted.
- If correspondence & permanent address are different, then proofs for both have to be submitted.
- All signatures should be as per your PAN Card (If it is not as per PAN card a declaration letter is required).
- Trading account documentation fee cheque of Rs. 300 payable to **"Sunlight Broking LLP"**.
- **Minor Details**
 1. Birth certificate.
 2. Proof of address and identity documents of the Guardian as per list A and B above.
 3. One passport size photograph of minor, guardian and each of the applicant with their signatures across the photograph. (Guardian will sign across the photograph of Minor)
- **NRI (All Mandatory)**
 1. PAN Card.
 2. Proof of foreign address and Indian address (if any). In case of an NRI a/c. without repatriation (NRO) proof of Indian add. has to be given.
 3. Bank A/C details (Indian).
 4. Power of Attorney, If any.
 5. Copy of Passport (Full set).
 6. A declaration duly signed by the NRI that he/she has complied with, and will continue to comply with, FEMA regulating and other applicable laws.
 7. Valid visa copy mentioning validity.

ADDITIONAL DOCUMENTS IN CASE OF TRADING IN DERIVATIVES SEGMENTS - ILLUSTRATIVE LIST

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

1. Copy of ITR Acknowledgment.
2. Copy of Annual Accounts.
3. In case of Salary Income - Salary Slip, Copy of Form 16.
4. Net Worth Certificate.
5. Copy of demat account holding statement.
6. Bank account statement for last 6 months.
7. Self declaration with relevant supporting documents.
8. Any other relevant documents substantiating ownership of Assets.

Know Your Client (KYC)
Application Form (For Individuals Only)

B-50, Pravasi Industrial Estate, Goregaon (E), Mumbai - 400063
 Telephone: +91-22-62434343, Email: sales@prostocks.com

Please fill in ENGLISH and in BLOCK LETTERS with BLACK ink

A. Identify Details (please see guidelines overleaf)

1. Name of Applicant (As appearing in supporting identification document)

	Prefix	First Name	Middle Name	Last Name
Name	_____	_____	_____	_____
Maiden Name (If any)	_____	_____	_____	_____
Father's/Spouse Name	_____	_____	_____	_____
Mother Name	_____	_____	_____	_____



2. Gender Male Female Transgender **B. Marital Status** Single Married **C. Date Of Birth** ____/____/____

3. Nationality Indian Other _____ **B. Country of Birth** Indian Other _____

4. Status Please (Resident individual Non Resident Foreign National (Passport copy mandatory for NRI's & Foreign Nationals)

5. PAN _____ Please enclose a duly attested copy of your PAN Card

Unique Identification Number (UID)/ Aadhaar, if any _____

6. Proof of identity Submitted for PAN exempt Cases Please Tick ()

UID (Aadhaar) Passport Voter ID Driving License Other _____ Please see guideline 'D' overleaf) 1

B. Address Details (please see guidelines overleaf)

1. Address for Correspondence or Overseas Address (Mandatory) For Non-Resident Applicant.

Line 1* _____
 Line 2 _____
 City/ Town/Village* _____ District _____ Pin Code* _____
 State* _____ Country* _____

2. Proof of Address to be provided by Applicant. Please Submit ANY ONE of the following valid Document & tick (✓) against the document attached.

Passport Registered Lease/Sale Agreement of Resident Voter Identity Card Driving License Adhaar Card
 NREGA Job Card NPR Other _____

* Not more than 3 Months old Validity/Expiry Date of address Submitted. ____/____/____

3. Contact Details

Tel (Off) (ISD)(STD) _____ Tel (Res) (ISD) (STD) _____
 Mobile No. * (ISD) (STD) _____ Fax (ISD)(STD) _____
 Email ID* _____

4. Permanent Address of Resident Application If different from above B1

Line 1* _____
 Line 2 _____
 City/ Town/Village* _____ District _____ Pin Code* _____
 State* _____ Country* _____

5. Proof of Address to be provided by Applicant. Please Submit ANY ONE of the following valid Document & tick (✓) against the document attached.

Passport Registered Lease/Sale Agreement of Resident Voter Identity Card Driving License Adhaar Card
 NREGA Job Card NPR Other _____

* Not more than 3 Months old Validity/Expiry Date of address Submitted. ____/____/____

DECLARATION

I/We hereby declare that the KYC details furnished by me are true and correct to the best of my/our knowledge and belief and I/we under-take to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/We are aware that I/We may be held liable for it.
 I/We hereby consent to receiving information from CVL KRA through SMS/Email on the above registered number/Email address.
 I am/We are also aware that for Aadhaar OVD based KYC, my KYC request shall be validated against Aadhaar details. I/We hereby consent to sharing my/our masked Aadhaar card with readable QR code or my Aadhaar XML/Digilocker XML file, along with passcode and as applicable, with KRA and other Intermediaries with whom I have a business relationship for KYC purposes only.

Place: _____ Date: ____/____/____

SIGNATURE OF APPLICANT

2

FOR OFFICE USE ONLY

IPV Done on ____/____/____

ProStocks (Sunlight Broking LLP)

- (Originals Verification) Self Certified Document Copies received.
- (Attested) True Copies of documents received Main Intermediary

Verified in Person _____
 Name of the organization: _____
 Staff / AP / SB / Name: _____
 AP / SB Reg. No.: _____
 Designation: _____
 Signature _____

Seal/Stamp
 Of the intermediary

INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS

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

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

- PAN card with photograph. This is a mandatory requirement for all applicants except those who are specially exempt from obtaining PAN (listed in Section D).
- Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID card / Driving license.
- Identity card/document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory / Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

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

- Unique Identification Number (Aadhaar) / Passport / Voters Identity Card / Ration Card / Registered Lease or Sale Agreement of Residence/Driving License/Flat Maintenance Bill / Insurance Copy.
- Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
- Bank Account Statement/Passbook - Not more than 3 months old.
- Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
- Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks / Scheduled Co- Operative Bank / Multinational Foreign Banks / Gazetted Officer / Notary public/Elected representatives to the Legislative Assembly / Parliament / Documents issued by any Govt. or Statutory Authority.
- Identity card/document with address, issued by any of the following: Central / State Government and its Departments, Statutory / Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar

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

Copy of latest ITR Acknowledgement	Copy of Annual Accounts
In case of salary income - Salary Slip not more than 2 months old / Copy of Form 16	Net worth certificate duly certified by Chartered Accountant
Bank account statement for last 6 months	Any other relevant documents substantiating ownership of assets.
Self declaration of Net Worth (Assets-Liabilities) with relevant supporting documents for each item mentioned in declaration.	

- Council etc.to their Members.
- For FII/sub account, Power of Attorney given by FII/subaccount to the Custodians (which are duly notarized and/or apostiled or consularised) that gives the registered address should be taken.
- The proof of address in the name of the spouse may be accepted.

D. Exemptions/clarifications to PAN (*Sufficient documentary evidence in support of such claims to be collected.)

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

E. List of people authorized to attest the documents:

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

ADDITIONAL IMPORTANT POINTS

F. General

- All correction made on the form should be attested (counter signed) by the client.
- Please ensure that the form is properly filled up, complete in all respects, attached with copies of required documents, and incase any filled is "Not Applicable" please mentioned accordingly.
- All correspondence/queries shall be addressed to the first/sole applicant.
- If the signature on the form and the proof provided differs, the form will be liable for rejection.

G. Any one of the following documents for proof of Bank Account.

- Copy of a cancelled Cheque Leaf with name of the account holder preprinted on it.
- Bank pass book having name and address of the account holder and latest transaction pages being not more than 3 months old.
- Bank statement having name and address of the account holder being not more than 3 months old.
In case of option (ii) and (iii) above MICR/IFSC code of the branch should be present/mentioned on the document and it should be self certified by the BO.

H. Any one of the following document for proof of Demat account.

- DP client Master List with DP stamp or logo (not more than 6 months old)
- Recent Demat Holding Statement which must contain specific Client ID, Client Name, DP ID and DP Name. (not more than 6 months old)

I. In case of NRI & Foreign National (allowed to trade subject to RBI and FEMA guidelines), additional documents to be obtained from them, over & above the POI & POA, as mentioned below:

- Permission for dealing in Securities (PIS approval) from Authorized Dealer (Bank) with NRE/ NRO Bank proof.
- Declaration duly signed by the NRI as per the format attached

TRADING ACCOUNT RELATED DETAILS

A. BANK ACCOUNT DETAILS

Name of the Bank																				
Branch Address & Tel. No.																				
Bank Account No.																				
Bank Code <small>(9 digit MICR Code)</small>																				
Account Type <small>(Savings/Current/Others in case of NRI-NRE/NRO/PIS)</small>																				
IFSC Code <small>(11 digit IFSC Code)</small>																				

B. DEPOSITORY ACCOUNT DETAILS

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

C. TRADING PREFERENCES

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

NSE Cash Segment <div style="text-align: right;">3 </div>	NSE F&O Segment <div style="text-align: right;">4 </div>	NSE Currency Segment <div style="text-align: right;">5 </div>
BSE Cash Segment <div style="text-align: right;">6 </div>	BSE F&O Segment <div style="text-align: right;">7 </div>	BSE Currency Segment <div style="text-align: right;">8 </div>

D. PAST ACTIONS

Details of any action/proceedings initiated/pending/ taken by SEBI/ Stock exchange/any other authority against the applicant/constituent or its Partners / promoters / whole time directors/authorized persons in charge of dealing in securities during the last 3 years:

E. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS

If client is dealing through the sub-broker, provide the following details:			
Sub-broker's Name			
SEBI Registration number			
Registered office address			
City	Pin Code	State	Country
Tel. <small>(with STD Codes)</small>	Fax : <small>(with STD Codes)</small>	Website :	
Whether dealing with any other stock broker/sub-broker (in case dealing with multiple stock brokers/ sub-brokers, provide details of all - use separate sheets for the same)			
Name of Stock Broker			Name of Sub-Broker, if any
Client Code			Exchange
Details of disputes/dues pending from/to such stock broker/sub- broker			

F. ADDITIONAL DETAILS

Whether you wish to receive	<input type="checkbox"/> Electronic Contract Note (ECN)	<input type="checkbox"/> Physical Contract Note
Whether you wish to avail of the facility of internet trading/wireless technology (please tick)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Number of years of Investment/Trading Experience	<input type="checkbox"/> Stock	<input type="checkbox"/> Derivatives <input type="checkbox"/> Others
Occupation (Please tick (✓) any one and give brief details):		
<input type="checkbox"/> Private Sector Service <input type="checkbox"/> Public Sector <input type="checkbox"/> Government Service <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Agriculturist <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> Forex Dealer <input type="checkbox"/> Others (Please Specify) _____		
Name of Employer / Establishment		
Address of Employer / Establishment		
Educational Qualification		
Gross Annual Income Details Please tick (✓) : <input type="checkbox"/> Below 1 Lac <input type="checkbox"/> 1-5 Lac <input type="checkbox"/> 5-10 Lac <input type="checkbox"/> 10-25 Lac <input type="checkbox"/> > 25 Lacs		
OR		
Net-worth in ₹ (*Net worth should not be older than 1 year) as on (date) <input type="text"/> d <input type="text"/> d / <input type="text"/> m <input type="text"/> m / <input type="text"/> y <input type="text"/> y <input type="text"/> y <input type="text"/> y		
Please tick, if applicable : <input type="checkbox"/> Politically Exposed Person <input type="checkbox"/> Related to a Politically Exposed Person		
Any other Information : _____		

G. OTHER DETAILS

Whether the Mobile number provided by you is used by you and belongs to :	
<input type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Dependent Children <input type="checkbox"/> Dependent Parents	
Whether you wish to receive SMS and Email Alerts sent by Stock Exchanges. <input type="checkbox"/> SMS <input type="checkbox"/> Email <input type="checkbox"/> Both	
Your Email ID, if applicable (as given in KRA)	
Whether the Email ID provided by you is used by you and belongs to :	
<input type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Dependent Children <input type="checkbox"/> Dependent Parents	
Additional FATCA detail	
➤ Nationality <input type="text"/>	➤ Country Of Residence <input type="text"/>
➤ Country Of Birth <input type="text"/>	➤ Country of Tax Residence <input type="text"/>
➤ In case even one of 4 above are other than INDIA or Indian, Applicant need to fill the FATCA annexure.	






H. INTRODUCER DETAILS (OPTIONAL)

Name of the Introducer	FIRST NAME	MIDDLE NAME	LAST NAME
Status of the Introducer	<input type="checkbox"/> Sub-broker <input type="checkbox"/> Remisier <input type="checkbox"/> Authorized Person <input type="checkbox"/> Existing Client <input type="checkbox"/> Employee <input type="checkbox"/> Others <i>please specify</i>		
Address of the Introducer	_____		
City	Pin Code	State	Country
Tel. (with STD Codes)	_____		
PAN of the Introducer	✍ Signature of the Introducer		

DECLARATION

1. I/We hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I/We undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/We am/ are aware that I/We may be held liable for it.
2. I/We confirm having read/been explained and understood the contents of the document on policy and procedures of the stock broker and the tariff sheet.
3. I/We further confirm having read and understood the contents of the,
 - i. 'Rights and Obligations' document(s) (Page No.25-29).
 - ii. 'Risk Disclosure Document' (Page No 30-33).
 - iii. Guideline Notes (Page No. 34).
 I/We do hereby agree to be bound by such provisions as outlined in these documents. I have also been informed that the standard set of documents has been displayed for Information on website : www.ProStocks.com.

and agree to abide by and be bound by the same and by the Bye Laws as are in force from time to time. I / We declare that the particulars given by me/us above are true and to the best of my/our knowledge as on the date of making this application. I/We agree and undertake to intimate the DP/Broker any change(s) in the details / Particulars mentioned by me / us in this form. I/We further agree that any false / misleading information given by me / us or suppression of any material information will render my account liable for termination and suitable action. I have also been informed that the standard set of documents has been displayed for information on website www.ProStocks.com

Name of Sole / First Holder Or Guardian (in case of minor)	Name of Second Joint Holder	Name of Third Joint Holder
<p style="text-align: center;">to be signed in BLACK ink</p> <p style="text-align: right;"> 9</p> <p style="text-align: center;">First/Sole Holder / Guardian (In case of Minor)</p>	<p style="text-align: center;">to be signed in BLACK ink</p> <p style="text-align: center;">NOT APPLICABLE</p> <p style="text-align: center;">Second Holder </p>	<p style="text-align: center;">to be signed in BLACK ink</p> <p style="text-align: center;">NOT APPLICABLE</p> <p style="text-align: center;">Third Holder </p>
WITNESSES 1 Full Name & Address		WITNESSES 2 Full Name & Address
<p></p> <p>Signature of 1st Witness</p>	<p></p> <p>Signature of 2nd Witness</p>	

POLICIES & PROCEDURES

In pursuance to the SEBI circular Ref MIRSD/SE/CIR-19/2009 dated 03.12.2009 various policies and procedures followed by **ProStocks** (Sunlight Broking LLP) are stated below under appropriate headings

A. Refusal of orders for penny stock:

ProStocks 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 quoting below Rs.10/- stocks in S, Z and B2 category and any other contracts which in ProStocks's perception are extremely volatile or may possibly be subject to market manipulation.

ProStocks 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. ProStocks shall not be responsible for any delay or failure in execution of such orders and any consequential opportunity loss or financial loss to the client.

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

ProStocks 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 ProStocks itself.

B. Setting up Clients Exposure limits:

The client is liable to pay applicable initial margins, exposure margins, special margins, var margins and such other margins as are considered necessary by ProStocks 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. ProStocks in its sole and absolute direction may collect additional margin (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.

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.

Subject to the client meeting the margin obligations, ProStocks will normally give the exposure, equivalent to a pre-determined multiple/times of the net credit balance in the ledgers (across all segments), and the value of the collaterals given by the client (after applying appropriate hair cut). The level of exposure granted to the client will also depend on the track record of the client and/or market conditions and/or regulatory directives. The client agrees to abide by exposures norms decided by ProStocks from time to time.

The client understands and agrees that the client cannot claim any minimum level of exposure, as a matter of right.

The client agrees that, ProStocks has the discretion to decide the stocks which can be provided as margin/collateral. In case of shares given as margin/collateral by the client, ProStocks has the right to apply appropriate hair cut, at their sole discretion, while arriving at the value of the collateral shares.

The valuation of the shares given as margin / collateral will depend on the shares offered and/or market conditions and/or the track record of the client's dealings with ProStocks. The client will not have any objection on the hair-cut percentage decided by ProStocks, from time to time. The client understands and agrees to the same.

The client understands and agrees that, under normal market situations, the previous day's closing price will be taken as the base price for arriving at the value of the securities and the same will be done on a continuous basis. However, during volatile market conditions, ProStocks has the discretion to change the valuation method while arriving at the value of the shares given as margin/collateral.

However ProStocks reserves the right, at its sole discretion, to modify the level of exposure to be given to a particular client and/or change the method of calculating the exposure, without giving any advance notice to the client. The client understands and agrees to the same.

The client understands and agrees that the level of exposures, granted by ProStocks, may vary from client to client and the client will not question the same.

In case ProStocks changes the exposure policy, the same would be intimated to the concerned branches / subbrokers. The client also agrees to get in touch with the concerned branch / subbroker, on a daily basis, to keep track of any such changes.

The client also agrees to abide by the exposure limits, if any, set by the ProStocks or by the Exchanges / Clearing Corporation or SEBI from time to time.

C. Brokerage, Statutory Levies & other charges:

Brokerage shall be applied as per the rates agreed upon with the client in the KYC executed at the time of registration of the client and any modifications made subsequently through a written communications between the client and ProStocks. The client agrees to pay to ProStocks 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 ProStocks renders to the client. ProStocks 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.

Statutory LEVIES and Other Charges

An indicative list of statutory levies and other charges that would be levied to the client is given below

- Service Tax (ST) will be charged at rate prevailing from time to time on total value of brokerage and turnover / transaction charges.
- Securities Transaction Tax (STT) at rate prevailing from time to time on the turnover
- SEBI turnover charges at rate prevailing from time to time on the turnover.
- Transaction Charges (BSE /NSE) will be charged at rate prevailing from time to time on the turnover.
- Applicable Stamp Duty charges as per transaction (delivery and non-delivery) would be levied on turnover.
- Delayed Payment charges not exceeding 2% per month.
- Cheque return charges of Rs. 250/- will be debited for each instance.
- Penalties levied by Exchange in relation to the action / trades of the client
- Statutory charges payable to Exchange/SEBI/Govt. Authorities etc.,
- SEBI / Exchange/Clearing Member Turnover charges

In addition to the above if the client has also availed the demat services of ProStocks, the client would also have to pay the following charges, the details of which have also been provided in the tariff sheet enclosed to the Client registration form:

DP Account documentation charges

DP Annual maintenance charges
DP Transaction charges / Pledge / Re-pledge / Demat / Remat charges
DP Inter settlement charges, etc.

D. Imposition of penalty/delayed payment charges payable by client:

In the event that any amount is overdue from clients towards trading either in the cash or derivative segments or on account of any other reason to ProStocks, from time to time the client shall be charged delayed payment charges at the rate of 2% per month or such other rate as may be determined by ProStocks. the client also authorizes ProStocks to directly debit such charges to client's account at the end of each month. The client also authorizes ProStocks to debit charges for depository services to the client's trading account. The client also agrees that any amount overdue from the client (including the delayed payment charges) shall be adjusted by ProStocks from the dues owed to the client by ProStocks or conversely, any money owed by ProStocks to the client shall be offset against the dues owed by the client to ProStocks. Delay payment charges shall not be treated as funding by ProStocks

Penalties levied by Exchanges:

Exchanges may 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 defined by the Exchange from time to time. ProStocks is therefore authorized by the client to 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.

E. ProStocks right to sell clients' securities or close clients' positions, without giving notice to the client, on account of non-payment of client's dues :

The client agrees and undertakes that it shall settle the transactions, within the settlement time specified by the Exchange, by making the requisite payment and/or delivery of the shares.

In case the client fails to settle the transactions within the settlement date, then ProStocks has the discretion to square off the open positions, at an appropriate time, as it deems fit, without any notice to the clients. That the client does not have the right to decide on the timing or the open positions that need to be closed. The client understands and agrees and undertakes that it will not hold ProStocks responsible for any loss or damages arising out of such square offs.

After square offs of open position by ProStocks, as mentioned above, if there is a debit balance, the client shall pay the same immediately. However, if the client does not clear off the debit balance, ProStocks shall have the right to liquidate the shares of the client (kept as collateral/margin) to the extent of the debit balance, without any intimation to the client. The client also agrees that it does not have the right to decide on the timing of such liquidation of collateral/margin shares and the shares that need to be sold. The client undertakes that it will not hold ProStocks responsible for any loss or damages arising out of such selling

Without prejudice to ProStocks's other rights (including the right to refer a matter to arbitration), ProStocks 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.

F. Internal Shortages and Close Out of Shares :

- In case any person buy shares in a settlement and sells it in next settlement or before receiving pay out from the exchange, then it will be the responsibility of the client to bear any auction or close out in case the shares are not received on pay out.
- In case shares sold by a client are not delivered by him and the shares are purchased by any other client of the ProStocks resulting in internal shortage, the same will be closed out as per the auction of the relevant settlement in the Exchange or as per the prevalent policy i.e. @ 1 % above the highest of the Sell price of the seller or buy price of the buyer or closing price of the buyer or auction price as per the Exchange.
- Similarly, the client who had bought the shares and is supposed to receive shares will be given credit for such shares at the rate so arrived at.

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:

Under circumstances, such as the, client's failure to meet pay-in or margin obligations or clearance of outstanding/debit balance with ProStocks within permissible time limit or beyond such period as may be allowed by ProStocks as per its RMS policy. The Client may not be permitted to take any fresh or further position until the full clearance of earlier dues, obligation, outstanding etc. ProStocks can firstly setoff or adjust the payment or securities towards

various dues and obligation of the client and until the full clearance of the same, may not allow the client to take further / fresh position. Further, it would be the duty of the client to monitor his/her/its position with ProStocks from time to time. In case of any delay or failure in meeting any obligation, margin requirements etc. from client side, ProStocks may at its absolute discretion close the existing position or open position WITHOUT ANY FURTHER INTIMATION to the client Such circumstances may include (but not limited to):

- (i) Failure to meet pay-in obligation on T day,
- (ii) Delay in meeting the pay-in or margin requirement,
- (iii) Delay or failure in clearance of outstanding or dues to the broker,
- (iv) Dishonor or frequent returning of cheques of the client,
- (v) As per the RMS policy of the Broker,
- (vi) Any direction from SEBI/Exchange or other statutory, governmental or regulatory authorities,
- (vii) Under such other circumstances as ProStocks may think just and proper on case to case basis

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

ProStocks may carry out a periodic review of the client's accounts and may suspend the trading rights of any client in the following circumstances:

- Where the client has not cleared the naked or uncovered debits which are more than 7 days' old.
- Excessive speculations by the client
- 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 any other circumstances which may create reasonable suspicion about the bonafides of the client or its transactions.
- ECN failed (Bounced email) on more than 3 instances
- 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 ProStocks or through Exchange relating alleged unauthorized Trades being executed in the account. (account will be temporarily suspended pending investigation)
- On receipt of notices 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 as known to have

expired.

ProStocks may also suspend the account based on the written request received from the client. The client requests in the letter to remit funds out of the clear credit balance to their account.

If client wants to trade again in the future written request is taken from the client to re-open the account along with all required formalities of CRF.

I. Deregistering a client:

- Action is initiated by SEBI/NSE/BSE against the client or client included in the list of debarred entities published by SEBI.
- On basis of information found in sites of CIBIL, Watch out investors, world check or client having suspicious back ground, link with suspicious organization, etc.,
- In addition to the above if any of the events mentioned under " Temporary suspension by ProStocks", ProStocks reserves the right to de-register the client without further intimation.

J Disclosure of Proprietary Trades of ProStocks:

- ProStocks has disclosed that it only undertakes clientele business and does not undertake any proprietary trades in its own account.

K Non Acceptance of Cash Receipts and Payments:

- ProStocks has disclosed that receipts from clients would be only by cheque / RTGS fund transfers / demand drafts / pay order only in the name of Sunlight Broking LLP.

L. Treatment of Inactive Account:

Any client who has not traded for last 365 days in any segment of any Exchange with ProStocks then that client code will be made inactive and will be kept in dormant mode. Trades in Dormant account are verified by ProStocks through Client Confirmation by way of letter or telephone calls or payment made / received for the transaction. After the client is made inactive his / her / its funds and securities if any available with ProStocks will be settled at the end of the quarter in which his/her/its trading account is made inactive.

Note :

These Policies and Procedures may be amended / changed unilaterally by the member to meet the regulatory norms / directives as amended from time to time. These Policies and Procedures shall always be read together with this KYC and shall be mandatorily referred while deciding any complaint / claim / dispute between the Client and the Member before any Court of Law / Judicial / Adjudicating Authority including but not limiting to an arbitrator / mediator etc.

TARIFF SHEET

BROKERAGE STRUCTURE FOR TRADING ACCOUNT:

Brokerage will be charged to the client at the maximum permissible rate specified in the Stock Exchange Regulations (Currently 2.5% of transaction value in Cash and Futures Segments; and 2.5% of premium or Rs.100 per lot, whichever is higher in options segment. The Client may be charged brokerage at the concessional rates specified here in below ("Concessional Rate") provided client has agreed to receive all communication electronically including Electronic contract notes (ECN), ledger statement, holding statement, securities ledger, transaction statement and all other communication including notices, circular, etc in lieu of physical contract notes and other statements.

A. Concessional Rate Plan - Resident :

Rs. 15 per executed order for NSE and BSE cash market, equity futures & options market and currency futures & options market. On call and trades order with dealer Rs.10 per executed order will be charged in addition to above brokerage / Fee. Call and trades orders with Dealer Rs.25/- per executed orders for Equity Delivery.

B. Concessional Rate plan - Non Resident :


Rs. 100 per executed order for NSE and BSE cash market and Rs. 100 per executed order for equity futures and options segment.

Note :

1. The Statutory Levies like that of Service Tax on Brokerage, Stamp Duty, SEBI Turnover Fees, Securities Transaction Tax, Exchange Transaction Charges & GST would be levied for all Exchanges and all segments .
2. Brokerage Structure and statutory levies would be levied to the Client as per the guideline/directives of the Exchange/SEBI as amended from time to time.
3. Brokerage is also charged on expired, exercised and assigned Options contracts.

Electronic contract notes are free. Physical contract note copies are charged at Rs. 50 per contract note (for ECN clients) + Courier charges as applicable.

I hereby state that I understand and agree to pay the brokerage along with all applicable statutory levies. I declare that I have read and understood the terms and conditions.

Client Signature (10) 	DATE (DD/MM/YYYY) <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

Running Account Letter

TO:



B-50, Pravasi Industrial Estate, Goregaon (E),
Mumbai - 400063 Telephone: +91-22-62434343
Email: Support@prostocks.com

Date:

Sub: Maintenance of my/our account on a running account basis.

Dear Sir/ Madam

Due to operational convenience and to be in a position to settle my / our trades within the Exchange specified Settlement Schedule. I/ We request you to offer the facility of maintaining the running account with you. I / We understand and agree the following

1. You can retain the funds with you, received as payouts from the Exchange on my / our future transactions or outstanding positions, if any.
2. You can retain the securities with you, in your margin Account received as Payouts from the Exchanges on my / our behalf. The same can be used towards margin / collaterals for my / our future transactions or against outstanding positions.
3. In case of any sale transactions done by me / us, you can automatically deliver the shares to the Exchange towards Paying of my / our shares if any lying with you on my / our behalf.
4. In case of any purchase transaction done by me / us you can automatically make the funds' pay in to the Exchange out of the credits Lying in my / our account on my behalf.
5. In case of any debit balance in my / our account you can square off my / our securities held by me / us to the extent of our debit balance without any notice to me / us.
6. You can transfer funds / securities from my / our account in one segment against my obligation/ margin requirements in another segment in the same Exchange or different Exchange / s.
7. I / We confirm that the funds mean monies lying as credit in my / our account or payouts that are received from Exchanges arising out of sale of securities.
8. In case I / we require funds or securities, I/ we will inform you of the same in writing, after which you can make the payment, transfer the securities to me / us on my / our request.
9. I / We Understand and agree that no interest would be paid on my / our credit balance in the running account with ProStocks
10. I / We will not hold ProStocks responsible for any loss / damage arising out of such transfers and or sale done by ProStocks on my/our behalf, pursuant to these instructions.
11. In case I / we wish to revoke this consent at any time, I / we shall inform ProStocks in writing and get it acknowledged by ProStocks.

My /Our preference for actual settlement of funds and securities is at least (tick the appropriate choice):

- a) Once in a calendar Quarter b) Once in calendar month

At the time of the settling the account as above, in case I/ we are having any outstanding obligation, ProStocks may retain the funds & securities required to meet 225% of total margin liability in all the segments across exchanges, calculated in the manner specified by the exchanges/ SEBI.

I/we shall bring any dispute arising from the statement of account or settlement so made to your notice within 30 working days from the date of receipt of funds or statement, as the case may be. In the case of non- receipt of any such communication the statement / settlement of running account shall be considered as final as agreed and accepted by me.

Thanking You,
Yours faithfully

Signature

NRI DECLARATION

(This page is applicable to only NRI client)

To

KYC Department
ProStocks

Dear Sir

With reference to my/our trading account, kindly note that I have complied and shall continue to comply with Foreign Exchange Management Act 1999 and the rules and regulations issued there under and other applicable laws. In addition to the above kindly note our foreign residential address is as follows: to be signed in BLACK ink

Residential address of Client : _____

In case of any change in the above I/We would update ProStocks by complying with the applicable procedure.

Thanking you,

Yours faithfully,

Client Signature (12) 	DATE (DD/MM/YYYY) <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>										

Dear Investor!!

Subject: Prevention of Money Laundering

Money laundering is a process of making dirty money clean. Money is moved around the financial system again and again in such manner that its origin gets hidden.

It involves complex chain of activities whereby huge amount of money generated from illegitimate activities like selling of narcotic drugs, extortion, corruption, illicit dealing in weapons, human trafficking, etc. is put through a series of process so that it comes out at the other end as clean and legal money. Terrorist organizations encourage money laundering to support their illegal acts.

It is important to note that due to increased vigilance in the wake of threats emanating from increasing terrorism, any failure on our part to discharge the duties cast on us under the applicable laws or we becoming an instrument or a part of the chain, even if unknowingly or ignorantly, may invite trouble.

In order to fight against the money laundering and terrorist financing the Prevention of Money Laundering Act (PMLA) was brought into force w.e.f. July 1, 2005 in India. Guidelines were also issued in the context of the recommendations made by the Financial Action Task Force on anti money laundering standards. Compliance with these standards has become imperative for international financial relations.

PMLA is applicable to every intermediary registered with Securities Exchange Board of India (SEBI), which includes a Member broker / Sub-Broker, Authorized Person and any other intermediary associated with securities market.

As per the provisions of PMLA, the intermediaries are required to comply with Know Your Client (KYC) norms, conduct ongoing client due diligence to ensure that the activity being conducted in any account is consistent with the intermediary's knowledge of the client, its business and risk profile.

In light of the above, you are requested to provide the information or documents evidencing source of funds, income tax returns, bank records, demat holding, etc. at the time of registration as a client with us or subsequently whenever asked for during the course of your dealings with us.

For further details, kindly visit our website: www.ProStocks.com

In addition to the 'Rights and obligations' document, Rights and obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories, the Client and ProStocks (Sunlight Broking LLP) and Sub Broker / Authorised Person (If applicable), as defined in the schedule have agreed to the terms and conditions contained in this as mentioned below to ensure smooth functioning of the operations in the course of trading/investing in securities by the Client through ProStocks. Now, therefore, inconsideration of the mutual understanding as set forth in this below, the parties thereto have agreed to the following terms and conditions. The Client understands that the following terms and conditions are voluntary and are required in order to ensure smooth functioning of the Operations in the course of trading /investing in securities by the Client through ProStocks.

1. STATEMENT OF ACCOUNTS

I/We hereby request you that the ledger statements in respect of transactions entered into by me/us on any of the segments of any of the Stock Exchange/s be combined for my/our convenience and the payments received and paid by you be appropriated on a first-in-first out basis.

2. ORAL INSTRUCTIONS

You are requested to kindly accept our verbal instruction to place, modify and cancel the orders on telephone or orally during my/our visit to your office and not insist for the same in writing. I undertake that all the orders placed by me/us with you will be on my/our own account and not on behalf of my/our clients.

3. TAPE RECORDING OF CONVERSATION

I/We agree that you may tape-record the conversations between me/us and/or my/our representative and you, either personally or over the telephone, and hereby specifically permit you to do so. You may rely upon such recordings as and when required to resolve disputes, if any, in connection with the trading transactions.

4. TERMS AND CONDITIONS GOVERNING TRADING IN SECURITIES OTHER THAN ON THE FLOOR OF THE STOCK EXCHANGE

ProStocks is also registered in the process of registering with Association of Mutual Funds of India(AMFI) as a Mutual Fund Distributor. ProStocks is therefore providing the facility through its online services to apply / purchase / redeem / sale / buyback or otherwise deal in the units of Mutual Funds and securities (here in after referred to as Transactions) through its website as defined above And whereas the client is desirous of availing the facility of the said transactions and such other facilities offered through ProStocks website.

1. The client shall authorize ProStocks by executing a Power of Attorney in the favour of ProStocks to execute instructions of the Client or its authorized representative given by the Client / its authorized representative shall be binding on the client.
2. The instructions with regard to the transactions may be given through internet or telephone or any other reasonable mode as permitted by ProStocks.

3. The client undertakes to read all the relevant offer Documents and addendums thereto and terms and conditions of all schemes of all mutual funds and other issues of securities including but not limited to Initial Public Offerings / Public offers, Rights issue and Buy Back offers, offered through ProStocks website; before entering into any transactions through the website and agrees to abide by the terms, conditions, rules and regulations as applicable from time to time.
4. The client agrees that ProStocks is entitled to disclose to third party/regulatory authorities, all such information pertaining to the client as may be required from time to time, for the client to be able to avail of any or all of the services provided by ProStocks under these documents.
5. The client agrees that the Client shall not, without prior intimation and acknowledgements of ProStocks, deal /liaise with the issuer Company / Mutual Fund / Asset Management Company or its respective Registrars in respect of the services availed under the Voluntary clauses.
6. The client agrees and acknowledges that after the first purchase transaction in any Mutual Fund, the client may not be permitted to transact till the folio number is allotted. ProStocks does not accept any liability for delay in processing time at the Mutual Fund's or Registrar's end.
7. The Client can view his/her / its transactions on the website.
8. ProStocks shall not be liable for any loss or damage caused by reason of failure or delay of the mutual fund / Registrar to deliver any units purchased even though payment has been made for the same or failure or delay in making payment in respect of any sold though they may been delivered
9. The client agrees to provide ProStocks with any confirmation / declaration or any other document that the concerned Issuer / Asset Management Company or any other entity may from time to time require ProStocks to collect from the client in respect of the service offered under the voluntary clauses.
10. Neither ProStocks, nor any of the Mutual Funds/ nor the issuer shall be liable for any failure to perform its obligations, to the extent that such performance had been delayed, hindered or prevented by systems failures network errors, delay or loss of data due of the aforesaid, acts of God, floods, epidemics, quarantine, riot or civil commotion and war.
11. ProStocks shall provide its services on a best efforts basis. However in respect of mutual funds, other securities, including but not limited to initial Public offering, Right issue, Buy Back offers offered through its website ProStocks shall not be liable for any failure or for any loss, damage or other costs arising in any way out of:
 - a) System failure including failure of ancillary or a associated systems, or fluctuation of power, or other acts of God/ force majeure;
 - b) Accident, transaction, neglect, misuse,

errors, frauds on the part of Client or nay agent of the client or agents or any third party, or

- c) Any fault in any attachments or associated equipments of the client.
- d) Any incidental, special or consequential damages including without limitation of loss of profit.

12. The Client further agrees that ProStocks shall not be held responsible for non-allotment of securities either fully or partly to the client, for any reason whatsoever. ProStocks shall not be held responsible in case due to some reason the bid / application /revision instructions sent by the Client is not received by it, or if the bid/application /revision could not be uploaded to the Stock Exchange or could not be sent to the Bankers/Registrar to the issue

5 TERMS RELATING TO THE USE OF THE ONLINE TRADING SERVICE

The Member's web site www.ProStocks.com or any other web-site through which the service may be provided at the sole discretion of the Member (the "Web-Site") is a product and service provided by the Member. The Member offers its services and the Web Site for use in accordance with the Terms and Conditions of Use (the "Terms") contained herein and as may from time to time be put up on the Web Site. The use of the Web Site is conditional upon and subject to, acceptance of and compliance with, the Terms.

1. DEFINITIONS

1) Unless the context otherwise requires, the following words shall have the meanings as given hereunder:-

I. "Demat Account" means the account opened by the client with ProStocks or other Depository Participant with which ProStocks shall have arrangement for on-line transfer of securities, being a depository participant for holding securities in their dematerialized form.

II. "the Exchange" means the National Stock Exchange of India Limited (NSE) and /or the Bombay Stock Exchange Limited (BSE) as the case may be, and includes a segment of the Exchange.

III. "Exchange Provisions" means the Rules, Bye-laws, Regulations, Business requirement, Specifications, handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes The requirements for Internet based Trading through Order Routing System prescribed by the Exchange, as amended from time to time.

IV. "Stock Broker" or " the Stock Broker" means ProStocks. ProStocks is trade name of sunlight broking LLP, in corporated pursuant to section 12(1) Limited Liability Partnership Act 2008 having registered office at 327, Govindam

Tower, Old RTO Road, Gandhi Nagar, Bhilwara, Rajasthan, India 311001 and registered as Clearing cum Trading Member of the National Stock Exchange of India Limited (NSE) and the Bombay Stock Exchange Limited (BSE).

V. "Internet Trading" means Internet based Trading through Order Routing System, being a system approved by the Exchange for enabling clients to route their orders to their Stock Broker over the internet.

VI. "Internet Based Trading Account Application" means the application submitted by the Client to the Stock Broker to permit the Client to avail of the Stock Broker's Internet Based Trading Service.

VII. "Internet Based Trading Service" or "Service" means the service offered by the Stock Broker to its clients through its Internet Based Trading Web-site whereby the clients can route their orders for purchase, sale and other dealings in securities through the Stock Broker's Internet Based Trading System.

VIII. "Margin Amount" means the limit, based upon the margin deposit, up to which the client is allowed to trade through the Internet Based Trading Service, which shall be decided by the Stock Broker and /or as may be notified by SEBI and/or the Exchange/s from time to time.

IX. "Margin Deposit" means the funds transferred by the Client from the Margin Deposit Bank Account, from time to time, to an Account of the Stock Broker maintained by the Stock Broker with the Bank, specifically for the purpose of establishing the Margin Amount and trading on the Exchange through the Internet and /or as may be required to be collected from the Client as per the Exchange Provisions.

X. "Margin Deposit Bank Account" means an ordinary resident rupee account of the Client maintained with such Bank/s as may from time to time be specified by the Stock Broker, specifically for the purpose of establishing and maintaining the Margin Deposit.

XI. Stock Broker's Internet Based Trading System" or "Stock Broker's Internet Based Trading Web Site" means the web site hosted by the Stock Broker on the internet through which the Stock Broker offers the Internet Based Trading Service and includes the hardware and software used for hosting and supporting the Web Site.

XII. "Password" means an alphanumeric code used by the Client to validate his/her username and access the Service.

XIII. "SEBI" means the Securities and Exchange Board of India.

XIV. "Username" means the login identification allotted by the Stock Broker to the Client for accessing the Service.

- 2) In this headings are used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision of this Agreement.
- 3) In this unless the context otherwise requires, reference to the singular includes a reference to the plural and vice-versa, and reference to any gender includes a reference to all other genders.
- 4) In this unless the context otherwise requires, references to Recitals and Clauses shall be deemed to be a reference to the recitals and clauses of this Agreement.
- 5) References to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other provision made under it.

2. INTERNET BASED TRADING FACILITY

- 1) The Stock Broker agrees to provide the Stock Broker's Internet Based Trading Service to the Client, and the Client agrees to avail of the Stock Broker's Internet Based Trading Service, on and subject to the terms and conditions, the Exchange Provisions and the terms of the Stock Broker's Internet Based Trading Web Site.
- 2) The Client expressly agrees that one of the conditions to the activation of the Internet Based Trading Account is the Client complying with the requirements of the Stock Broker in respect of the system established and /or to be established by the Stock Broker and any changes made therein from time to time to maintain the security of the Internet Based Trading Account.
- 3) Upon receipt of the required information and necessary documents, to the satisfaction of the Stock Broker, an Internet Based Trading Account shall be opened for the Client.
- 4) On Internet Based Trading facility being made available for the Client for transmission of his/her orders, the Stock Broker will intimate the same to the client and dispatch the Internet Based Trading password to him/her. The client accepts that after receipt of the password only he/she will be able to access Internet Based Trading facility and that all clauses contained in these presents relating to the use of Internet Based Trading facility for transmission of orders shall become applicable and effective only after the Client is intimated about the availability of the said facility by the Stock Broker.
- 5) The Internet Based Trading Account will enable the Client to trade in securities on the

Exchange through the Internet. The Client will be able to enter his order details and directly place his trade through the Internet. The Order shall be sent through the Internet and V-SAT / leased line network to the Exchange's trading system.

- 6) In case any kind of faults/failure in the Internet Trade Order Routing System arise due to technical or any other reasons, the client shall have option to place the order by telephone, or any other reasonable mode. Where the client has opted for the orders to be placed by the above mode, the client shall be solely responsible for the orders placed by the Stock Broker on his behalf.

3. USERNAME AND PASSWORD

- 1) The Client will be entitled to a username and password, which will enable him to access the Stock Broker's Internet Based Trading System for availing of the Service.
- 2) The Client is aware that the Stock Broker's Internet Based Trading System itself generates the initial password and that the Stock Broker is aware of the same. The Client agrees and undertakes to change his initial password immediately upon first entry in to the Internet Based Trading System using such initial password. The Client is aware that subsequent passwords created by the Client are not known or available to the Stock Broker.
- 3) The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Stock Broker's Internet Based Trading System using the Client's Username and/or Password whether or not such person was authorised to do so.
- 4) The Client shall immediately inform the Stock Broker of any unauthorised use of the Client's Username or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc.
- 5) Client acknowledges that he/she/it is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorised use of client's Username and/or Password by a third party and the risk of a person hacking into client's account on Stock Broker's Internet Based Trading System and unauthorisedly routing orders on behalf of client through the System. Client agrees that he/she/it shall be fully liable and responsible for any and all unauthorised use and misuse of his/her/its Password and/or Username and also for any and all acts done by any person through Stock Broker Internet Based Trading System on client's

- Username in any manner whatsoever.
- 6) Client shall log off from the Internet Based Trading System at any time that he/she/it is not accessing or using the Service and any liability incurred to him/her/it as a consequence of client's not logging off the Service shall be borne solely by him/her/it.
 - 7) Without prejudice to the provisions of Clause 3.5, Client shall immediately notify Stock Broker in writing with full details if:
 - I. Client discovers or suspects unauthorised access through client's Username, Password or account,
 - II. Client notices discrepancies that might be attributable to unauthorised access,
 - III. Client forgets his/her/its password or
 - IV. Client discovers a security flaw in Stock Broker Internet Based Trading System.
 - 8) In any of the above events specified in Clause 3.7, the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request Stock Broker in writing to discontinue his old Password; and thereupon the Stock Broker shall cause the Stock Broker's ITORS System to discontinue the use of Client's old Password and the Stock Broker's ITORS System shall generate a new Password for the Client which shall be communicated to the Clients. At no point in time shall the Stock Broker be liable for any loss, whether notional or actual, that may be suffered by the Clients on account of the misuse of the Password.

4. TRANSACTIONS AND SETTLEMENTS

- 1) All orders for purchase, sale or other dealings in securities and other instructions routed through Stock Broker INTERNET BASED TRADING System via client's Username shall be deemed to have been given by him/her/it.
- 2) The orders and instructions routed by him/her/it through Stock Broker Internet Based Trading System and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.
- 3) Stock Broker may from time to time impose and vary limits on the orders that which Client can place through Stock Broker Internet Based Trading System (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). Client is aware and agrees that Stock Broker may need to vary or reduce the limits or impose new limits urgently on the basis of Stock Broker risk perception and other factors considered relevant by Stock Broker, and Stock Broker

may be unable to inform him/her/it of such variation, reduction or imposition in advance. Client agrees that Stock Broker shall not in any way be responsible for the consequences of such variation, reduction or imposition or client's inability to route any order through Stock Broker Internet Based Trading System on account of any such variation, reduction or imposition of limits. Client understand and agree that Stock Broker may at any time, at its sole discretion and without prior notice, prohibit or restrict client's ability to place orders or trade in securities through Stock Broker.

- 4) Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by him/her/it on Stock Broker Internet Based Trading System, Stock Broker shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.
 - 5) Client agrees that Stock Broker may, at its sole discretion, subject any order placed by him/her/it to manual review and entry, which may cause delays in the processing of client's order or may result in rejection of such order.
 - 6) In the case of a market order, Client agrees that he/she/it will receive the price at which client's order is executed by the Exchange's computer system; and such price may be different from the price at which the security is traded when client's order is entered Stock Broker's Stock Broker Internet Based Trading System.
- #### 5. MARGIN
- The Client agrees and undertakes to immediately deposit with the Member such cash, securities or other acceptable security, which the Member may require as margin. The Client agrees that the Member shall be entitled to require the Client to deposit with the Member a higher margin than that prescribed by the Exchange. The Member shall also be entitled to require the Client to keep permanently with the Member a margin of a value specified by the Member so long as the Client desires to avail of the Member's Internet Based Trading Service.
- #### 6. CANCELLATION REQUESTS
- 1) When Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if client's request for cancellation is received and the order is successfully cancelled before it is executed.
 - 2) Client shall not be entitled to presume an order as having been executed or cancelled until a confirmation to that effect is received by him/her/it from Stock Broker or through the System.
 - 3) The Exchange may annul a trade suo-moto without giving a reason therefore. In the event of such annulment, Stock Broker shall be entitled to cancel the relative contract(s)

with him/her/it.

7. BROKERAGE, COMMISSIONS AND FEES

- 1) The Client agrees to pay the Member brokerage, commission, fees, service tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transactions, and the services that he receives from the Member.
- 2) A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by the Member to the Client from time to time upon request by the Client.

8. CONFIRMATIONS

- 1) Online confirmations will be available to the client upon execution or cancellation of an order placed by him through the Member's Internet Based Trading System. This shall be followed by confirmation, which may be sent by postal mail, by electronic mail or other electronic means. It is the responsibility of the client to review upon first receipt, whether delivered to him online or by postal, by electronic mail, or other electronic means, all confirmations of transaction or cancellation.
- 2) The Stock Broker has obtained digital signature certificate from Certifying Authority under the IT Act, 2000 and can issue Contract Notes authenticated by means of digital signatures, in terms of the provisions of SEBI Circulars dated 15.12.2000, 29.4.2003 and 8.9.2005.
- 3) The issue of Electronic Contract Notes shall be governed by the provisions of the Additional Conditions for Electronic Issuance of Contract Notes stipulated by SEBI vide Circular Ref. MRD/DoP/SE/Cir-20/2005 dated September 8, 2005 which are as under:
 - I. Issuing ECNs when specifically consented
The digitally signed ECNs may be sent only to those Clients who have opted to receive the contract notes in an electronic form, either in the Stock Broker Client Agreement / Tripartite Agreement or by a separate letter. The mode of confirmation shall be as per the agreement entered into with the Clients.
 - II. Where to send ECNs
The usual mode of delivery of ECNs to the client shall be through e-mail. For this purpose, client shall provide an appropriate e-mail account to the Stock Broker which shall be made available at all times for such receipts of ECNs
 - III. Requirement of digital signature
All ECNs sent through the e-mail shall be digitally signed, encrypted, non tamperable and shall comply with the provisions of the IT Act, 2000. In case the ECN is sent through e-mail as an

attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.

IV. Requirements for acknowledgement, proof of delivery, log report etc.

a. Acknowledgement
The acknowledgement of the e-mail shall be retained by the Stock Broker in a soft and non-tamperable form.

b. Proof of delivery
The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the Stock Broker for the specified period under the extant regulations of SEBI/Stock Exchanges and shall be made available during inspection, audit, etc.

The Stock Broker shall clearly communicate to the Client in the Agreement executed with the Client for this purpose that non-receipt of bounced mail notification by the Stock Broker shall amount to delivery of the contract note at the e-mail ID of the Client.

c. Log Report for rejected or bounced mail.

The log report shall also provide the details of the contract notes that are not delivered to the Client/ e-mails rejected or bounced back. Also, the Stock Broker shall take all possible steps (including settings of mail servers, etc) to ensure receipt of notification of bounced mails by the Stock Broker at all times within the stipulated time period under the extant regulations of SEBI / Stock Exchanges.

V. When to issue or send in Physical mode

A. Issue in Physical mode
In the case of those Clients who do not opt to receive the contract notes in the electronic form, the Stock Broker shall continue to send contract notes in the physical mode to such Clients.

B. Send in Physical mode
Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the Client, the Stock Broker shall send a physical contract note to the Client within the stipulated time under the extant regulations of SEBI / stock exchanges and maintain the proof of delivery of such physical contract notes.

VI. General requirements

a. ECNs through website
In addition to the e-mail

communication of the ECNs in the manner stated above, in order to further strengthen the electronic communication channel, the Stock Broker shall simultaneously publish the ECN on his designated web-site in a secured way and enable relevant access to the Clients.

- b. Access to the website
In order to enable clients to access the ECNs posted in the designated website in a secured way, the Stock Broker shall allot a unique user name and password for the purpose, with an option to the Client to access the same and save the contract note electronically or take a print out of the same.
- c. Preservation/Archive of electronic documents
The Stock Broker shall retain / archive such electronic documents as per the exchange rules / regulations /circulars/guidelines issued by SEBI/Stock Exchanges from time to time.

9. ARRANGEMENTS WITH RELATIONSHIP BANKS

- 1) Stock Broker may at its discretion offer Electronic Payment Gateway for Net Banking to selected clients in collaboration with one or more banks with whom Stock Broker have a relationship (the "Relationship Bank"). Client agree that in order to be eligible for Electronic Payment Gateway for Net Banking Client would need to be a current Internet user or have access to the Internet and knowledge of how the Internet works and have Net Banking facility with the Relationship Bank.
- 2) Stock Broker Web Site may provide a payment window through a link to the website of the Relationship Bank, which provides the facility. In such a case, Client would make the payment for securities/contracts purchased by him/her/it by crediting the purchase amount (along with the indicated brokerage amount) directly to Stock Broker account with the Relationship Bank by means of a fund transfer on or before the pay- in date of the Exchange. Similarly, in the case where Client sell securities/contracts, Stock Broker would credit the net sale proceeds to the account of him/her/it with the Relationship Bank by means of a fund transfer on the pay- out date of the Exchange.
- 3) Client distinctly understand and accept that the payment gateway mechanism is a service offered by the banks with which Stock Broker has established relations for facilitating the transfer of funds between Client's account and Stock Broker account. Client hereby acknowledges that he/she/it would be availing the Electronic Payment Gateway for Net Banking service at

his/her/its own risk and that these risks would include, but be not limited to, risks relating to misuse of password, internet frauds, mistakes and errors, in fructuous transactions, technology risks, fund transfer limits imposed by the Bank/Stock Broker etc.

- 4) Stock Broker expressly excludes liability for any loss or damage to him/her/it, which may arise from or in respect of the Electronic Payment Gateway services offered by the Relationship Bank or the payment mechanism as aforesaid.
 - 5) Client shall indemnify Stock Broker against all losses and damages that may be caused as a consequence of breach of any of the Electronic Payment Gateway for Net Banking Terms and Conditions and /or the terms and conditions mentioned herein.
 - 6) If Client executes a Power of Attorney in relation to the operation of client's bank account with the Relationship Bank, Stock Broker is hereby authorized to directly operate client's such bank account to the extent necessary to credit and debit the proceeds / dues from the various transactions that are carried out by Stock Broker on Client's behalf and also to debit (i) Access Charges for the Internet Based Trading Service (ii)depository participant account charges (iii) margin due or shortfall in margin due from him/her/it, and (iv) any other charges or dues from him/her/it to Stock Broker in respect of the contracts admitted for dealing on the Exchange and traded / to be traded on Client's behalf. Client also agrees and shall authorize the bank to transfer the required amount from such bank account against the desired limits and settlement obligations solely on the instructions from Stock Broker in this regard. Client agrees that Client shall at all times maintain sufficient funds in such bank account to meet all client's obligations to Stock Broker as aforesaid. Client further agree that Stock Broker will not be liable in any manner for any loss or claims that may arise due to any transfer of funds that may be erroneously instructed by Stock Broker to the bank.
 - 7) Client agrees that in the event the relationship bank terminates the agreement with him/her/it in respect of the bank account, for any reason or informs Stock Broker or any misdemeanor or transgression by him/her/it in the operation of the account or in any other circumstance resulting in the closure or in operation of the said bank account with the relationship bank, Stock Broker may, at its discretion terminate services, and Client shall have no remedy therefrom.
- #### 10. INVESTMENT ADVICE
- 1) The Client acknowledges that the Member shall not be liable to provide him with any legal, tax, investment or accounting advice

or advice regarding the suitability or profitability of a security or investment.

- 2) The Client also acknowledges that the Member's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from the Member or any of its employees.
- 3) The Client agrees that in the event of the Member or any employee or official of the Member providing any information, recommendation or advice to the Client, the Client may act upon the same at the sole risk and cost of the Client, and the Member shall not be liable or responsible for the same.
- 4) The Client assumes full responsibility with respect to his investment decisions and transactions.
- 5) The Member, its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the Client.

11. REPRESENTATIONS AND WARRANTIES OF CLIENT

Client represents and warrants to Stock Broker that:

- 1) All the information provided and statements made in client's Registration Form and in the Internet Based Trading Account Application Form are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and Client is aware that Stock Broker has agreed to provide Stock Broker Internet Based Trading Services to him/her/it on the basis, inter alia, of the statements made in client's Registration Form and in the Internet Based Trading Account Application Form.
- 2) Client expressly agrees to complete and file all forms required by the Exchange/s and/or any governmental or regulatory authority in respect of the trading by him/her/it on the Exchange/s through the Internet Based Trading Account.
- 3) Client hereby represents and warrants that:
 - I. Client is a person resident in India within the meaning of the Foreign Exchange Management Act (FEMA), 1999 or is a Non Resident Indian who is eligible to invest in the Indian securities market in accordance with the RBI approval/permission and have furnished to Stock Broker his/her/its Indian address and foreign address with proof, copy of the passport, details of NRE bank account, duly verified by the bank, and registered duly notarised Power of Attorney for operation of the account,
 - II. Client has the capacity to enter into and execute this agreement and/or is not less than 18 years of age
 - III. Client has not been convicted of any offence involving fraud or dishonesty
 - IV. Client has not been declared insolvent or bankrupt by any court, tribunal or

other regulatory body.

- 4) All representations and warranties made or pursuant hereto shall survive during the entire period of the subsistence of this Account.
- 5) Client shall abide by the Exchange Provisions and the terms and conditions for Internet Based Trading put up on Stock Broker Web Site in force from time to time.
- 6) Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and Stock Broker Internet Based Trading Service may at any time be unavailable without further notice. Stock Broker and the Exchange do not make any representation or warranty that Stock Broker Internet Based Trading Service will be available to him/her/it at all times without any interruption. Client agree that Client shall not have any claim against the Exchange or Stock Broker on account of any security flaw in Stock Broker Internet Based Trading System or on account of any suspension, interruption, non-availability or malfunctioning of Stock Broker Internet Based Trading System or Service or the Exchange's service or systems for any reason whatsoever.
- 7) The Client has the required legal capacity to, and is authorised to, enter into this Agreement and is capable of performing his obligations and undertakings hereunder.
- 8) All actions required to ensure compliance of all the transactions, which the Client may enter into pursuant to this with all applicable laws, shall be completed by the Client prior to such transaction being entered into.
- 9) The Client shall abide by the Exchange Provisions and the terms of the Member's Internet Based Trading Website in force from time to time.
- 10) Any instructions given by an authorised representative of the Client to the Member (or to the Member's representative) shall be binding on the Client.
- 11) Stock Broker Web-Site may contain links to other web sites on the World Wide Web Client accepts that Stock Broker is not responsible for their resources or their content or the availability or accuracy or authenticity thereof.

12. REPRESENTATIONS AND WARRANTIES OF THE MEMBER

The Member represents and warrants to the Client that :-

The Member's Internet Based Trading System has been approved by the Exchange. Where the Internet Based Trading System has not been approved by the Exchange, the Member has applied/ proposes to apply to the Exchange to approve the said Internet Based Trading System

and the Member will commence the Member's Internet Based Trading Service only after the Exchange has approved the Member's Internet Based Trading System.

13. MARKET DATA

- 1) The Client understands that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Member or otherwise. The Client understands that the Exchange does not guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it.
- 2) Neither the Member nor the Exchange shall be liable in any way for incorrect, misleading, incomplete or dated data or information and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.
- 3) The Client shall not furnish market information provided by the Exchange to any other person or entity for consideration or otherwise and in the event the Client uses such information he shall do so at his own risk and cost.

14. NOTICES

- 1) Any notice or other communication to be given by any party to the other in connection with this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or by e-mail to the addressee at the address or (as the case may be), the e-mail or facsimile number (if any), of that party set opposite its name in the Schedule below or at such other address, facsimile number or e-mail address as the party to be served may have notified the other in accordance with the provisions of this Clause. Notwithstanding anything stated above, communication relating to orders, margins, maintenance calls and other similar matters in the ordinary course of dealings between the Member and the Client may be communicated orally.

15. LIABILITY AND INDEMNITY

- 1) Stock Broker shall not be liable for any loss or damage incurred or suffered by him/her/it arising out of or in relation to the Services provided by Stock Broker. Client agrees that Client shall assume full responsibility with respect to all transactions made by him/her/it on the Internet Based Trading Account and relating to Client's investment decisions.
- 2) Client agrees and acknowledges that Stock Broker will not provide him/her/it with any legal, tax or accounting advice or advice regarding the suitability or profitability of a security or investment. Further, Client also agrees and acknowledges that Stock Broker's employees are not authorised to give any such advice and that Client will not solicit or rely upon any such advice from

Stock Broker or any of its employees. Client expressly agrees and acknowledges that Stock Broker and its officers, directors, employees, agents and affiliates will have no liability with respect to transactions through the Internet Based Trading Account and any trades made by him/her/it.

- 3) Client hereby indemnifies and agrees to save and hold Stock Broker and Stock Broker officers and employees, agents and affiliates, harmless from and against all costs, charges, expenses, losses, damages or liabilities (including legal fees and other dispute resolution costs) that Stock Broker or such other persons may suffer or incur consequent to any trading done or trade decisions taken by him/her/it or which may arise from or be relatable to or be attributable to:
 - I. Breach of any covenant or representation or warranty made by him/her/it or any inaccuracy therein;
 - II. Any breach by him/her/it of any of its obligations under this Agreement or any other agreement or any other agreement entered into between him/her/it and Stock Broker;
 - III. Any violation by him/her/it of any exchange control regulations, in particular the provisions of the Foreign Exchange Management Act (FEMA), 1999, Reserve Bank of India Rules and Regulations and any other applicable laws for the time being in force.
- 4) The provisions of this Clause shall survive the termination of this Account.

16. EXTRAORDINARY EVENTS

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

17. AMENDMENTS

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

18. SEVERABILITY

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

20. WAIVER

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

21. LAW AND JURISDICTION

- 1) This shall be governed by and construed in all respects in accordance with the laws of the Republic of India and, subject to the provisions of Clause 22, the courts at Mumbai, India shall have jurisdiction over this Agreement and the arbitration proceedings in relation to the Agreement.
- 2) This and all contracts and transactions between the Member and the Client pursuant hereto shall be subject to the Exchange Provisions, the Rules, Bye Laws, Regulations, and other provisions of its clearing house, if any, the provisions of the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made thereunder and as amended from time to time.

22. DISPUTE RESOLUTION

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

All trades, transactions and contracts are subject to the Bye-Laws, Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.

6. CLIENT LEVEL BACK OFFICE SOFTWARE

I/We wish to subscribe to the Client Level Back Office Software ("CLBO Software") and avail the facility of viewing online through internet my account details such as transactions, balances, margins etc. ("CLBO Facility").

I /We understand that I / We will be entitled to a Username (login Id) and Password, which will enable me/us to access the CLBO Facility . I/We undertake to immediately change my/our initial Password upon receipt thereof. I am /We are aware that subsequent passwords will be known only to me/us and will not be known or available to anybody else, including you.

I/We agree that I/ We shall be responsible for keeping the Username (login Id) and Password confidential and secure and shall be solely

responsible for all access to your back office system by any person whosoever through using my/our Username (login Id) and/or Password whether or not such person was authorised to do so.

7. DIGITAL CONTRACT NOTES

I/We specifically authorize you to make available digitally signed Contract Notes and other documents and also authorize you to send such Contract Notes and other documents to me/us by e-mail. I/We further confirm that I/We do not need any physical Contract Notes when you make these documents available in a digitally signed format and send these documents to me/us by e-mail in accordance with the provisions of SEBI Circular dated December 15, 2000 and the provisions of the Information Technology Act, 2000 and any amendments or modifications thereto or any statutory re-enactment thereof, and the same are received by me/us by e-mail at the e-mail Id provided by me/us.

8. RECEIPT FOR ELECTRONIC COMMUNICATION SERVICES (ECS)

I/We, hereby request and authorise you to send the following documents pertaining to the above mentioned trading and demat account in electronic mode only in lieu of physical copy:

1. Trading account Bills, contract notes, statement of funds and securities and all other communications.
2. Demat account Transaction cum holding statement and holding statement and other communications.

I confirm that the dispatch of the above referred documents vide an email at the e-mail address as given in Know Your Client, shall constitute full and absolute discharge of your obligation for issuance and dispatch of the above referred documents to me/us.

I reserve my right to receive the physical copy of the above referred documents despite receiving the same in electronic mode, on demand made in writing to you at the registered / corporate office and after complying with the terms and conditions prescribed for the same.

Further, I confirm that any change in the aforesaid e-mail address or any other instructions with regard to dispatch/ service of my above referred documents to me shall not be binding upon you unless you are informed of the same in writing and acknowledged receipt.

In addition to the above I agree and understand that I and ProStocks would have to abide by the terms and conditions given below.:

The client has requested and authorised ProStocks to provide Electronic Contract Notes (ECN) and all other documents as referred to in the request letter authenticated by means of a digital signature, in lieu of physical copy and in addition to this send any communication pertaining to Broking and DP operations through any electronic mode of communication including but not limited through the short message services (SMS on the mobile no. provided in the client registration form)

ProStocks has agreed to accede to the request after all the necessary arrangements including

but not limited to proper software, backup etc. and complying with all the applicable regulatory requirements:

I/We agree to abide by the following terms.

- A. ProStocks shall send all the documents referred to the consent letter (hereinafter referred to as "the documents") to the E-mail address provided by the Client. The documents sent through e-mail or as an attachment to the e-mail shall be digitally signed, password protected, encrypted, non-tamperable and shall comply with the provisions of the Information Technology Act, 2000.
- B. The Client shall access and review the documents and if the Client, does not object or respond either in writing or vide its registered e-mail, within the timeline prescribed by SEBI / Exchanges after such documents have been made available to the Client, the same shall be binding to the Client.
- C. The Client will be required to save/print/download the documents and archive or delete the E-mails on a regular basis so as to keep sufficient space in the E-mail account to continue receiving the documents from ProStocks.
- D. The documents shall be deemed to have been delivered to the Client, if ProStocks does not receive a rejection of the same or if the email has not bounced back. If the E-mail has bounced back, then ProStocks shall be bound to send the documents in physical form to the Client within the stipulated time period under the extent regulations of SEBI / Stock Exchanges/Depositories, which the Client gives consent to bear the courier/delivery charges as applicable.
- E. In-order to meet the present regulatory requirement, ProStocks shall additionally publish only the document on the web site www.ProStocks.com or on any other designated location (specified by ProStocks from time to time). In order to view the document, the Client would be given a login and password for which Client shall take necessary steps to ensure confidentiality and secrecy of the login and password and view/save/print the document. The Client is aware that in case his login and password confidentiality/secrecy is compromised the documents may be accessed by other entities.
- F. In case Client experiences any difficulty for opening the document which has been delivered electronically by ProStocks, ProStocks may request from the Client make the required delivery by other electronic means (e-mail, electronic mail attachment, or in the form of an available download from the back office web site) or in a paper based format. Failure to inform ProStocks of such a difficulty within 24 hours after delivery of the document shall be construed as an affirmation that client was able to receive and open the said document.
- G. In case when ProStocks is not able to deliver the documents and or publish the contract notes as

sated in term 6 above, due to any unforeseen reasons/circumstances, ProStocks will ensure that the documents are dispatched reach in physical form at the registered address of the Client within the stipulated time period for each of such document as directed by the Stock Exchanges / Depositories /SEBI.

- H. In the absence of a written (Letter/Email/Fax) complaint from ProStocks regarding inability to access the system, it would be presumed that all contract notes and all other documents sent electronically have been properly delivered.
- I. The Client agrees that any change in the email-id will be communicated by the Client through a letter in writing duly acknowledged by ProStocks.

9. INTEREST ON DELAYED PAYMENTS

In the event that any amount is overdue from me/us towards trading either in the cash, derivative, currency derivative segments or on account of any other reason to you. I/We shall be charged delayed payment charges at the rate of 2% per month or such other rate as may be determined by you. I/We hereby authorize you to directly debit the same to my/our account at the end of each month. I/We also authorize you to debit charges for depository services to the trading account.

10. GENERAL LIEN

All monies, securities or other property which you may hold on my/our account shall be held subject to a general lien for the discharge of my/our obligations to you. I/We authorise you to sell or close out any part or all of the derivative contracts held in my/our account with you, if you at your sole discretion may deem it necessary for meeting my/our obligations. Any or all such incidental expenses incurred by you in this connection shall be reimbursed by me/us.

You are entitled to consider any sum or money or security lying to the credit of my/our credit as margin received.

11. CLEAR TITLE

I/We warrant that all or any securities deposited by me/us with you in respect of margin requirements or otherwise, shall be owned by me/us and that the title thereof shall be clear and free of encumbrances.

The securities sold through you on my/our account shall be only those belonging to me/us as legal, rightful and beneficial owner/s. I/We take full responsibility of any dispute regarding the title of the securities sold through you and state that I/We shall deal only in those securities that would be rightly owned by me/us.

I/We agree to immediately furnish information to you in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree is passed against me/us any garnishee order has been served upon me/us in respect of my/our obligations by a bank or decree or award is passed against me/us or if any litigation which may have material bearing on my/our financial/legal capacity has been filed against me/us.

I/We confirm and undertake that none of the monies paid to or deposited by me/us with you is or shall be

- tainted with any form of illegality.
12. INFORMATION UPDATION
I/We agrees to provide and continue to provide all details about myself/ourselves as may be required by you including but not restricted to PAN number and state that all the details and facts represented by me/us to you are true.
13. REQUEST FOR RESEARCH REPORTS
I/We understand that ProStocks produces fundamental and trading research / notes / trading calls/technical calls, particularly on companies, industry, stock markets, commodity markets and economy from time to time (collectively hereinafter referred to as "material"). I/We hereby request you to provide me/us with such material through email or by access to the website of ProStocks or through sms or any other mode on voluntary basis.
By agreeing to receive such material, I/We are aware that this material provided to me/us is only for my/our personal information and I/we undertake that the same shall not be reproduced or redistributed to any other person. I/we understand that this material is not an offer or the solicitation of an offer to buy any security. By sending this material on my request, ProStocks or any of its officers, directors, personnel and employees shall not be liable for any loss, damage of any nature, including but not limited to direct, indirect, punitive, special, exemplary, consequential as also any loss of profit in any way arising from the use of this material may not be suitable for all investors. I/We shall, therefore, before dealing and/or transacting in any of the products referred to in this material, make my/our own investigation, seek appropriate professional advice. I/we alone shall be fully responsible/ liable for my/our investments/ disinvestments on the basis of this material.
I/We also agree that ProStocks may discontinue providing such material to me/us and that it would have no responsibility to update any information provided to me /us nor does it represent that the information provided in the material is complete.
Further by providing such material ProStocks is not acting as my/our portfolio or financial advisor nor does it assume any fiduciary duties.
14. RESPONSIBILITY FOR INVESTMENTS
I/We acknowledge that you shall not be liable to provide me/us with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment.
I/We also acknowledge that your employees are not authorized to give any such advice and that I/we will not solicit or rely upon any such advice from you or any of your employees.
I/We agree that in the event of your or any of your employees or officials providing any information, recommendation or advice to me/us, I/we may act upon the same at my/our sole risk and cost, and you shall not be liable or responsible for the same.
I/We assume full responsibility with respect to my/our investment decisions and transactions.
You, your officers, directors, partners, employees, agents and affiliates shall have no liability with respect to any of my/our investment decisions or transactions.
15. ERROR REPORTING
I/We shall bring into your notice any errors/differences/discrepancies (including execution prices, scrips or quantities) in writing within prescribed time period by an electronic mail or fax on receipt of such contract note, bill, statement of funds and/or securities or any communication from you. In all cases you have right to reject or accept my/our objection.
You shall not be responsible for any losses suffered by me/us on account of any late reports, statements or any errors in the report/statements computed by or received from any Stock Exchange.
16. INDEMNIFICATION
I/We shall indemnify and keep you indemnified, saved, defended and harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, charges and/or expenses that are occasioned or may be occasioned to you directly or indirectly, owing to bad delivery of shares /securities and/or as a result of fake / forged / stolen shares / securities / transfer documents that are introduced or that may be introduced by or through me/us during the course of my our dealings / operations on the Stock Exchange(s).
17. NON-WAIVER
No failure or delay by you to exercise any right, power or privilege hereunder shall operate as a waiver nor shall any single or partial exercise of any right, power or privilege preclude you from further exercise thereof or the exercise of any other right, power or privilege granted hereunder.
18. NOTICES
Any communication sent by you to me/us shall be deemed to have been properly delivered or served, even if such communication is returned to you as unclaimed / refused / undelivered, if the same is sent to my /our ordinary business address and / or ordinary place of residence and / or last known address, in any one or more of the usual modes of dispatch used by you.
I/We dispense with the requirement of your sending any communication in physical form. Any communication sent by you in electronic form to my/our known e-mail address shall be binding on me/us.
19. DEFAULT AND CONSEQUENCES THEREOF
I/We agree that I/We shall be deemed to have defaulted the terms of this undertaking in circumstances including but not restricted to the following:
- any delay in payment of margins, charges of delivery in respect of my/our trading account for transactions executed on my/our behalf.
 - any contravention of the terms contained in this undertaking.
 - any misrepresentation or false statement or omission, or misleading information supplied by me/us to you.
20. FURTHER DOCUMENTATION
I agree to complete any further documentation that may be required in relation to any of the securities dealings or by any of the regulatory authorities or under the policies as may be notified from time to time under any law, regulation, guideline, rule,

21 byelaw, order or other edict having the force of law.

GENERAL

The client is informed and satisfied that ProStocks undertakes only client trading and does not undertake any proprietary trades in its own account. ProStocks may send the Client Registration documents and copy of any document referred (hereinafter referred to as Registration documents) to the client in physical and or electronic form. The client also agrees and permits ProStocks to send the Registration documents through internet (web based).

The client agrees that the charges towards account opening for equity trading and demat is any would be debited to the ledger account of the client after opening the account. The entry reflected in the ledger account of the client would be sufficient acknowledgement of the receipt of the account opening charges.

The Client agrees that he has been made aware and accepts the prevailing RMS policy/all other client level polices of ProStocks.

The Client is aware that the Client is required to make full payment to ProStocks for the execution of trade. The Client is also aware that upfront margins as demanded by ProStocks will have to b paid for executing of the transactions. In the event of non -



compliance, the Client explicitly agrees and authoizises ProStocks to suspend/deactivate client's account for non-payment of the above stated dues and such other amounts as may be due from the Client without giving notice or intimation to the client.



The Client understands that it is its responsibility to review all confirmations, contract notes, statements, notices and other communications, contract notes statements, notices and other communications, including but not limited to margins and maintenance calls etc. All information contained there shall be binding on the Client, if the client does not object, either in writing or via electronic e-mail within the timeline prescribed by SEBI / Exchanges.

The client hereby authorizes ProStocks to send information's such trade confirmation, financial ledger balances, research calls etc. and all such commercial communication even though I/we are registered with National Do not call registry established under the Telecom Unsolicited Commercial Communications Regulations 2007 or under the regulation access provider to set up a Customer Preference Registration facility under the Telecom Commercial Communications Customer Preference Regulations 2010.

DECLARATION AND UNDERTAKING

1. I/We confirm having read and understood the content of the "Voluntary Terms and Conditions" document. I/We do hereby agree to be bound by the provisions outlined in these documents.
2. I/We shall not effect any third party transactions.
3. I/We am/are not a Trading Member /Sub Broker / Authorized Person affiliated to the main broker of any of the Exchanges.
4. I/We shall do all the trades as my/our own trades as your client and I/We shall not do trades through you acting on behalf of my /our clients/ Sub Broker / Authorized Person or in any other manner.
5. I/We am/are not an employee of another Trading Member of any Exchange.
6. I/We am/are not expelled/suspended member/broker of any recognized Exchange.

Client Name	WITNESSES Full Name & Address
Client Signature (13) 	 WITNESSES Signature

For ProStocks	WITNESSES Full Name & Address
 Authorised Signature	 WITNESSES Signature

Receipt of Account Opening Form

To,

KYCTEAM

ProStocks

B-50, Pravasi Industrial Estate, Goregaon (E),

Mumbai - 400063 Telephone: +91-22-62434343

Email: sales@prostocks.com

Dear Sirs,

Re: Account Opening Form No. _____


This has reference to my/our captioned Account Opening Form which I / we have submitted to you duly filled up along with all the supporting documents.

I/We hereby acknowledge the receipt of copy of the Account Opening Form.

Thanking you,

Yours truly,

Name of the client:

Client Signature (17) 

LETTER FOR AUTHORIZATION FOR ELECTRONIC CONTRACT NOTES

TO:



B-50, Pravasi Industrial Estate, Goregaon (E),
Mumbai - 400063 Telephone: +91-22-62434343

SUB: Authorization for Electronic Contract Notes

I have been/shall be dealing through you as my broker on the Capital Market and/or Futures & Options and/or Currency Derivatives and/or Interest Rate Futures Segments. As my broker i.e. agent I direct and authorize you to carry out trading/dealings on my behalf as per instructions given below.

I understand that, I have the option to receive the contract notes in physical form or electronic form. In pursuance of the same, I hereby opt to receive contract notes in electronic form. I understand that for the above purpose, you are required to take from the client "an appropriate email account" for you to send the electronic contract notes. Accordingly, please take the following email account /email id on your record for sending the contract notes to me:

EMAIL ADDRESS :

I also agree that non-receipt of bounced mail notification by you shall amount to delivery at my email account /email id.

I agree not to hold you responsible for late/non-receipt of contract notes sent in electronic form and any other communication for any reason including but not limited to failure of email services, loss of connectivity, email in transit etc.

I agree that the log reports of your dispatching software shall be a proof of dispatch of contract notes to me and such dispatch shall be deemed to mean receipt by me and shall not be disputed by me on account of any non-receipt/delayed receipt for any reason whatsoever.

I understand that I am required to intimate any change in the email id/email account mentioned herein above needs to be communicated by me through a physical letter to you, provided however that if I am an internet client then in that event the request for change in email id/email account can be made by me through a secured access using client specific user id and password. Please treat this authorization as written ratification of my verbal directions/authorizations given and carried out by you earlier. I shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my directions given above.

I understand that, you shall send physical copy of the contract note within 24 hours if you received a bounced email.

Yours faithfully,

CLIENT'S NAME	
Client Signature (16)	DATE (DD/MM/YYYY) <input type="text"/>

Most Important Terms and Conditions (MITC) (For non custodial settled trading accounts)

1. Your trading account has a "Unique Client Code" (UCC), different from your demat account number. Do not allow anyone (including your own stock broker, their representatives and dealers) to trade in your trading account on their own without taking specific instruction from you for your trades. Do not share your internet/ mobile trading login credentials with anyone else.
2. You are required to place collaterals as margins with the stock broker before you trade. The collateral can either be in the form of funds transfer into specified stock broker bank accounts or margin pledge of securities from your demat account. The bank accounts are listed on the stock broker website. Please do not transfer funds into any other account. The stock broker is not permitted to accept any cash from you.
3. The stock broker's Risk Management Policy provides details about how the trading limits will be given to you, and the tariff sheet provides the charges that the stock broker will levy on you.
4. All securities purchased by you will be transferred to your demat account within one working day of the payout. In case of securities purchased but not fully paid by you, the transfer of the same may be subject to a limited period pledge i.e. seven trading days after the pay-out (CUSPA pledge) created in favor of the stockbroker. You can view your demat account balances directly at the website of the Depositories after creating a login.
5. The stock broker is obligated to deposit all funds received from you with any of the Clearing Corporations duly allocated in your name. The stock broker is further mandated to return excess funds as per applicable norms to you at the time of quarterly/ monthly settlement. You can view the amounts allocated to you directly at the website of the Clearing Corporation(s).
6. You will get a contract note from the stock broker within 24 hours of the trade.
7. You may give a one-time Demat Debit and Pledge Instruction (DDPI) authority to your stock broker for limited access to your Demat account, including transferring securities, that are sold in your account for pay-in.
8. The stock broker is expected to know your financial status and monitor your accounts accordingly. Do share all financial information (e.g. income, net worth, etc.) with the stock broker as and when requested for. Kindly also keep your email ID and mobile phone details with the stock broker always updated.
9. In case of disputes with the stockbroker, you can raise a grievance on the dedicated investor grievance ID of the stockbroker. You can also approach the stock exchanges and/or SEBI directly.
10. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. You will not have any protection/recourse from SEBI/stock exchanges for participation in such schemes.

Yoursfaithfully,

Client Signature (18) 