



**CLIENT
REGISTRATION
FORM**
Resident Individual

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4.	Policies and Procedures	25	Contains guidelines stipulated by Member with respect to dealings with clients
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CUSTOMER CHECKLIST

Form No. _____

Type of Account: Individual (Resident)

Client Registration Form (Completely filled & duly signed by Client, RM / Sub broker & Branch Manager (BM))

Mandatory Agreements for NSE and BSE (Duly signed on all pages by Client)

Voluntary Clauses of the Agreements (Duly signed on all pages by Client)

Risk Disclosure Document (Signed by Client)

Policies and Procedures (Signed by Client)

Proof of PAN Card - Mandatory for all

Proof of Identity • PAN Card • Passport • Voter's ID • Driving License

Proof of Address (Residence and Correspondence)

- Passport • Insurance Policy • Flat Maintenance Bill • Voter's ID • Electricity Bill
- Ration Card • Driving License • Telephone Bill • Certificate of address issued by employer
- Banker's Verification / Bank's statement / Bank Passbook • Rent Agreement*

* Provide permanent address and proof thereof.

Note: In case utility bills are provided they shall not be older than 2 months.

Proof of Bank A/c

(copy clearly containing logo & name of bank and Branch, client's name, A/c Type & A/c no. in print)

- Bank Statement • Passbook • Cancelled Cheque leaf • Bankers Verification

Proof of DP (copy clearly containing logo & name of DP, DP ID, Client id & name all in print)

- Client Master Report(CMR) • Holding Statement • Delivery Instruction Slip

Proof of Financial details

Annual Income

- Copy of latest audited annual accounts
- Copy of latest acknowledged ITR
- Copy of latest form 16
- Copy of latest salary slip (not older than 3 months)

Networth

- Copy of latest audited annual accounts
- Copy of bank statement for last 6 months
- Copy of latest quarterly/monthly demat account holding statement
- Copy of Networth certificate certified by Chartered Accountant/bank
- Copy of latest quarterly/monthly mutual fund holding statement
- Copy of valid Fixed Deposit Receipts

Photo (duly signed across)

Terms & Conditions governing online service offerings

POA For online clients (must be duly stamped and Notarised in original)

Authorisation for receiving documents in electronic form

Letter of Authority for Service Offerings

i) **Electronic Payout request**

ii) **Maintenance of running account**

iii) **Deposit of Funds/Securities towards margin**

Authority letter to DP to share information with Member

Broking Suitability Questionnaire

INSTRUCTIONS

1. This Client Registration form is only for Resident Individuals and is consolidated for Capital Market and Derivatives Segments.
2. All places where signatures are required are marked by number for convenience. Signatures are mandatory wherever applicable.
3. **Counter foil: (Page No. 9)**
The counter foil is for your reference for any enquiries on your registration.
4. **Form:**
Please fill in all the details in the entire form only in BLOCK LETTERS. Write only one alphabet in each square provided. Leave a square blank between words. Your name should be as it appears in all your documents. Your photograph has to be affixed on the form and then signed across.
INCOMPLETE FORMS WILL NOT BE PROCESSED
5. **Execution of Agreement:**
Separate franked agreements have to be executed for NSE and BSE. The witness column has to be filled in and signed.
6. **Risk Disclosure Document:**
Details the risk involved in dealing in secondary market. Please read the same before signing the document.
7. **Documents submitted towards identity/address/bank proofs:**
Attach clear photocopies of the PAN Card, Proof of identity and proof of address of the client as mentioned in the form. The Banker's verification should be in original. Bank statement should not be more than three months old.
8. Payment should be made only by at 'par' A/c Payee Cheque in favour of "HSBC InvestDirect Securities (India) Limited"
9. 'HISL' / 'the Company' / 'Member', wherever it appears, would mean HSBC InvestDirect Securities (India) Limited
10. We reserve the right to reject your Account Opening Application form without assigning any reason whatsoever.

Note: ISSL - IL&FS Securities Services Limited

Trading Member :

HSBC InvestDirect Securities (India) Limited

Dhana Singh Processor Premises,
J.B. Nagar, Andheri - Kurla Road,
Andheri (E), Mumbai - 400 059.

Tel: (91-22) 6789 7777, Fax: (91-22) 6789 7968

SEBI Reg. Nos.:

NSE (Cash) - INB 231324238 NSE (F&O) - INF 231324238

BSE (Cash) - INB 011328433 BSE (F&O) - INF 011328433

Clearing Member (F & O Segment) :

IL&FS Securities Services Limited

IL&FS House, Plot No. 14,
Raheja Vihar, Chandivali,
Andheri (East), Mumbai - 400 072.

Tel: (91-22) 2857 0965

SEBI Reg. Nos.:

BSE - INF 011133834

NSE - INB 231133630

Broking A/c Details: Are you registered with any other Broker (s) / Sub-broker (s) : Yes No

If yes, name of Broker (s) / Sub-broker (s) : _____

Exchange : _____ Client Code No. _____

(Please use additional sheets if registered with more than one broker)

Relationships: Are you related to any Director of HISL : Yes No

If yes, full name of Director : _____ Relation with him/her _____

Family Group A/c Details: Do any of your family members have an account with HISL: Yes No

If yes, full name of member (First Name, Father's/Husband's Name, Last Name) _____

Client Code No: _____

Details of any action taken by SEBI/Stock Exchange or any other authority against you in the last 3 yrs.

Yes No If yes, specify details: _____

Bank Account Details

Name of the Primary Bank:	Name of the Additional Bank:
Branch:	Branch:
Address:	Address:
Account No:	Account No:
MICR No:	MICR No:
Account Type: <input type="checkbox"/> Savings <input type="checkbox"/> Current <input type="checkbox"/> Others _____	Account Type: <input type="checkbox"/> Savings <input type="checkbox"/> Current <input type="checkbox"/> Others _____

*Cancelled personalised cheque leaf or copy of Passbook / Bank Statement containing the name of the client should be submitted

Clause on IFSC Code (Optional)

IFSC Code _____

I hereby declare that the particulars mentioned in respect of my Bank Account, are correct and complete and I request you to transfer funds against payments due to me into the above mentioned Bank Account until further information from me.

I shall execute voluntary document attached hereunder and agree to abide by the terms and conditions as described therein.

⊗⁴

Bank A/c opening Form No. _____

DP Form No. _____

DP Account Details

Depository Account Details: (✓ Tick on the default DP ID for payout of NSE & BSE Transaction)

Name of the DP: _____ DP ID: _____ Client Beneficiary ID: _____

Name of the DP: _____ DP ID: _____ Client Beneficiary ID: _____

Name of the DP: _____ DP ID: _____ Client Beneficiary ID: _____

Default DP Address: _____

Attach latest DP Statement for the above mentioned account. First name should match with the name of the A/c Holder

Financial Details

Annual Income Range:

- Below Rs. 1 Lakh Between 1-5 Lakh Between 5-10 Lakh
 Between 10-25 Lakh Above 25 Lakh

Net worth as on: _____ Rs. _____

Introduction

Introduced By: Existing Client Employee of HISL Sub-broker/Authorised person of HISL
 Others (specify) _____

Identification Type: PAN Card Passport Driving Licence Election ID

Identification No. _____

Name of the Introducer : _____

Surname

Name

Middle Name

Relationship with client: _____ Introducer Address: _____

Emp. Code (If Applicable): _____ Designation: _____ Tel: _____

HISL Client Code (If Applicable): _____ Signature: _____

Schedule Of Charges – Trading (Default Plan)

A) Securities Trading Account

Fee Head	Charges
Brokerage on Trades done in CM / Equities segment-Delivery and Inter-settlement	0.50%
Brokerage on Intra-day Trades done in CM / Equities segment	0.05%
Brokerage on Trades done in Derivatives segment (only Futures)	0.05%
Brokerage on trades done in Options Contract	2.5% of premium or Rs. 100/- (per lot) (whichever is higher)

B) Minimum Brokerage

The minimum brokerage amount per executed order of Rs. 25/- (subject to a ceiling of 2.5% of the traded value) will be charged for transactions in Equities and Futures segment. Further, irrespective of the above, incase of CM / Equities, minimum brokerage of Rs. 0.05/- per unit will be charged.

C) Government Taxes & Statutory Charges

Service Tax, Education Cess, Securities Transaction Tax, other taxes and levies by Government and Regulatory authorities will be charged in addition to brokerage, as applicable from time to time.

Note:

- Opening of accounts under Default plan will attract account opening fees of Rs. 950.
- On expiry of tenure of specific pricing plans, the standard schedule of charges under default plan would be applicable.

I/We confirm that HSBC InvestDirect Securities (India) Limited (HISL) reserves the right to review the pricing plan and/or relationship from time to time and may change the same in such manner as HISL may deem fit in accordance with the prevailing brokerage policy of HISL and applicable regulatory provisions.

Date : _____ Place : _____

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Client Signature

References

Dear Sir / Madam,

Kindly provide references who would be interested in having a Trading Account with us.

1. Name _____ Tel. Nos. _____ City _____
2. Name _____ Tel. Nos. _____ City _____

Declaration

1. I hereby declare that the particulars given above are true and correct to the best of my knowledge & belief. I undertake to inform, in writing of any changes in the particulars furnished above immediately. I further agree that I shall be held liable for any false / misleading information given by me or suppression of any material fact and the same shall render my account liable for termination and further action.
2. I declare that the Rules and Regulations pertaining to the Account and the Terms and Conditions of the Agreement, which are in force now, have been read and understood by me & I agree to abide by and be bound by the rules as are in force from time to time for such Account(s).
3. I undertake to provide updated information regarding income and networth on a yearly basis and further confirm that my turnover will commensurate with my income.
4. The information/updated information provided by me now / in future may be provided to any regulatory authorities or if required by any Court of Law.

Name: _____

Place: _____ Date: ____/____/____

Signature: ⁶

Branch Office Use Only

In Person Verification

I _____ confirm that I have personally met the client mentioned herein at _____ (Place) on _____ (Date) and have verified the original copies of Pan Card, Photo Identity Proof and Address proof of the client.

Name: _____ Emp. Code: _____

Designation: _____ Signature: _____

Sourced by Name : _____ (Relationship Manager / ASM) Emp. Code: _____ Signature : _____ Lead ID _____	Branch Code	Branch Name
	Approved by : Name : _____ (Branch Manager/Authorised signatory) Emp. Code: _____ Signature : _____	

	Name	Employee Code
RM (Acquisition)		
Dealer		
RM (Service)		
VRM (Service)		

For CPC Use Only

Signature of Branch Manager / Authorised Signatory verified by : _____

Sourced by: _____ Client Code: _____ Client code allotted on

DD	MM	YYYY
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Sales Counter Foil

I would be interested in other financial products & services offered by
 HSBC InvestDirect Securities (India) Limited Mutual Fund Products Other Financial Products

Name of the applicant: _____

Customer Contact: _____ Branch name: _____

Customer Counter Foil (Client's Copy)

Application No. _____ Name of the Applicant: _____

Branch Name: _____ Branch Code: _____ Branch Tel. No.: _____

Date of Receipt: _____ Received by: _____

Dear Customer,

Sub: Intimation of mandatory and non-mandatory clauses/documents under Uniform Documentary requirements of Exchange to clients

This has reference to the KYC, Member-Constituent Agreements and other related documents executed by you for the purpose of availing the securities trading facilities from the Company along with various add-on products and related services

We wish to inform you that SEBI has prescribed model format of uniform set of documents viz. (1) Client registration form (2) Member-Client Agreement and (3) Risk Disclosure document, vide circular number SEBI/MIRSD/DPS-I/Cir-31/2004 dated August 26, 2004 and subsequently issued guidelines vide SEBI circular MIRSD/SE/CIR-19/2009 dated December 03, 2009 in respect of dealings between a client and a Member. Further, NSE and BSE have also issued clarificatory guidelines vide circular dated February 03, 2010 on the captioned subject matter.

Accordingly, we wish to inform you that clauses numbering 1 to 27 of the Member-Client Agreement for BSE and NSE and the clauses in the Risk Disclosure Document have been taken from the model format of uniform set of documents prescribed by SEBI and are mandatory and all other clauses are additional clauses and are voluntary and non mandatory. Further, all other documents as listed below are voluntary and non mandatory and have been executed at the discretion of the Company and yourself.

1. Terms and conditions governing online service offerings
2. Power of Attorney for online clients
3. Authorisation for receiving documents in electronic form.
4. Letter of authority for service offerings
5. Letter of Authority to DP to provide information to the Member
6. Broking Suitability Questionnaire

These additional clauses and documents have been introduced by us for the operational and administrative convenience and for providing you certain additional facilities, apart from adding more transparency to Member-Client relationship. You have an option as to acceptance of any voluntary clauses or non mandatory clauses.

Assuring you of our best services.

For HSBC InvestDirect Securities (India) Limited

Authorized Signatory

I have Read and understood the contents above

Signature :  _____

Client Name : _____

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Mandatory Clauses**Agreement between Stock Broker and Client (NSE)**

⊗⁸ THIS AGREEMENT is made and executed at this Day of
 ⊗⁹, 20__ between: 1) HSBC InvestDirect Securities (India) Limited, a public limited company within the meaning of the Companies Act, 1956, having its Registered Office at Dhana Singh Processor Premises, J. B. Nagar, Andheri-Kurla Road, Andheri (East) Mumbai 400 059 (a Member of the National Stock Exchange of India Limited (hereinafter called "the Exchange" or "NSE") with SEBI Registration number INB231324238 for Capital Market Segment and with SEBI Registration number INF231324238 for Derivatives Segment (hereinafter called the "stock broker", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part).

AND

⊗¹⁰ Mr./Ms/M/s....., an individual / a sole proprietary concern / a partnership firm / registered trust / a body corporate, registered / incorporated, under the provisions of the Indian Partnership Act, 1932 / the Companies Act, 1956, having his / her / its residence /
 ⊗¹¹ registered office at (hereinafter called "the client") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part;

WHEREAS

- (a) the stock broker is registered as a stock broker of the Exchange with SEBI registration number INB231324238 in the Capital Market / Cash Segment and SEBI registration number INF231324238 in the Futures and Options Segment and inter-alia provides various capital market related services.
- (b) the Client is desirous of investing/trading in those securities/contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under from time to time.
- (c) the Client has satisfied himself of the capacity of the Stock broker to deal in securities and/or deal in derivatives contracts and wishes to execute his orders through the Stock broker and the Client shall from time to time continue to satisfy himself of such capability of the Stock broker before executing orders through the Stock broker.
- (d) the Stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the Client and investment objectives relevant to the services to be provided; and
- (e) the Stock broker has taken steps and shall take steps to make the Client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the Stock broker acts.
- (f) the Stock broker and the Client agree to be bound by all the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time

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

1. The Client agrees to immediately notify the Stock broker in writing if there is any change in the information in the 'Client registration form' provided by the Client to the Stock broker at the time of opening of the account or at any time thereafter.

2. The Stock broker declares that it has brought the contents of the risk disclosure document to the notice of Client and made him aware of the significance of the said document. The Client agrees that :
 - a. He has read and understood the risks involved in trading on a stock exchange.
 - b. He shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the Client to understand the risk involved shall not render a contract as void or voidable and the Client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the Client chose to trade.
 - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the Client trades. The Stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the Client shall be obliged to pay such margins within the stipulated time.
 - e. Payment of margins by the Client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the Client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The Client agrees to pay to the Stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that Stock broker renders to the Client. The Stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/SEBI.
4. The Client agrees to abide by the exposure limits, if any, set by the Stock broker or by the Exchange or Clearing Corporation or SEBI from time to time
5. Without prejudice to the Stock broker's other rights (including the right to refer a matter to arbitration), the Stock broker shall be entitled to liquidate/close out all or any of the Client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the Client's liabilities/ obligations. Any all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the Client
6. The Stock broker agrees that the money/securities deposited by the Client shall be kept in a separate account, distinct from his/its own account or account of any other Client and shall not be used by the Stock broker for himself/itself or for any other Client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/guidelines/Exchanges Rules/Regulations/Bye-laws and circulars
7. The Client agrees to immediately furnish information to the Stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him
8. The Stock broker agrees to inform the Client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the Client to comply with such schedules/procedures of the relevant stock exchange.
9. In the event of death or insolvency of the Client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the Client has ordered to be bought or sold, the Stock broker may close out the transaction of the Client and claim losses, if any, against the estate of the Client. The Client or his successors, heirs and assigns shall be entitled to any surplus, which may result there from

10. The Stock broker agrees that it shall co-operate in redressing grievances of the Client in respect of transactions routed through it and in the case of physical deliveries in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the Client
11. The Stock broker shall continue to be responsible for replacing bad deliveries of the Client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the Client. For the sake of clarity it is stated that this clause would be applicable only to physical deliveries
12. The Stock broker shall ensure due protection to the Client regarding Client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the Client with whom and for whom it may have had transactions in securities
13. The Client and the Stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under as may be in force from time to time
14. The Stock broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the Client and that he shall be liable to implement the arbitration awards made in such proceedings
15. Information about default in payment/delivery and related aspects by a Client shall be brought to the notice of the Stock Exchange. In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/ Partner(s)/proprietor as the case may be, shall also be communicated to the stock exchange.
16. The Stock broker and the Client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
17. The Stock broker and the Client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003
18. The Stock broker and the Client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued there under of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued there under
19. The instructions issued by an authorized representative, if any, of the Client shall be binding on the Client in accordance with the letter authorizing the said representative to deal on behalf of the said Client
20. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the Client shall ipso facto stand cancelled
21. This agreement shall forthwith terminate; if the Stock broker for any reason ceases to be a stock broker of the Stock Exchange including cessation of membership by reason of the Stock broker's default, resignation or expulsion or if the certificate issued by the Board is cancelled
22. The Stock broker and the Client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be
23. In addition to the specific rights set out in this Agreement, the Stock broker and the Client shall be entitled to exercise any other rights which the Stock broker or the Client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under or Rules and Regulations of SEBI

24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under
25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
26. The Stock broker hereby undertakes to maintain the details of the Client as mentioned in the Client registration form or any other information pertaining to the Client in confidence and that it shall not disclose the same to any person/ authority except as required under any law/regulatory requirements; Provided however that the Stock broker may so disclose information about its Client to any person or authority with the express permission of the Client.
27. This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

In addition to the above mentioned mandatory clauses, there are certain voluntary clauses which are enumerated separately.

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

The Client's Signature/ Authorised Signatory:

Signed by: ¹³ _____

Title: _____

Name of the Client: _____

Witness Name: _____

Witness Signature: _____

For HSBC InvestDirect Securities (India) Limited

Authorised Signatory: _____

Title: _____

Witness Name: _____

Witness Signature: _____

Mandatory Clauses**Agreement between Stock Broker and Client (BSE)**

- ¹⁴ THIS AGREEMENT is made and executed at this Day of
¹⁵, 20__ between: 1) HSBC InvestDirect Securities (India) Limited, a public limited company within the meaning of the Companies Act, 1956, having its Registered Office at Dhana Singh Processor Premises, J. B. Nagar, Andheri-Kurla Road, Andheri (East) Mumbai 400 059 (a Member of the Bombay Stock Exchange (hereinafter called "the Exchange" or "BSE") with SEBI Registration number INB011328433 for Capital Market Segment and with SEBI Registration number INF011328433 for Derivatives Segment (hereinafter called the "stock broker", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part).

AND

- ¹⁶ Mr./Ms/M/s, an individual / a sole proprietary concern / a partnership firm / registered trust / a body corporate, registered / incorporated, under the provisions of the Indian Partnership Act, 1932 / the Companies Act, 1956, having his / her / its residence / registered office at
¹⁷ (hereinafter called "the client") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part;

WHEREAS

- (a) the stock broker is registered as a stock broker of the Exchange with SEBI registration number INB011328433 in the Capital Market Segment and SEBI registration number INF011328433 in the Derivative Segment and inter-alia provides various capital market related services.
- (b) the Client is desirous of investing/trading in those securities/contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under from time to time.
- (c) the Client has satisfied himself of the capacity of the Stock broker to deal in securities and/or deal in derivatives contracts and wishes to execute his orders through the Stock broker and the Client shall from time to time continue to satisfy himself of such capability of the Stock broker before executing orders through the Stock broker.
- (d) the Stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the Client and investment objectives relevant to the services to be provided; and
- (e) the Stock broker has taken steps and shall take steps to make the Client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the Stock broker acts.
- (f) the Stock broker and the Client agree to be bound by all the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time

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

1. The Client agrees to immediately notify the Stock broker in writing if there is any change in the information in the 'Client registration form' provided by the Client to the Stock broker at the time of opening of the account or at any time thereafter.

2. The Stock broker declares that it has brought the contents of the risk disclosure document to the notice of Client and made him aware of the significance of the said document. The Client agrees that :
 - a. He has read and understood the risks involved in trading on a stock exchange.
 - b. He shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the Client to understand the risk involved shall not render a contract as void or voidable and the Client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the Client chose to trade.
 - d. The Client is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the Client trades. The Stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the Client shall be obliged to pay such margins within the stipulated time.
 - e. Payment of margins by the Client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the Client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The Client agrees to pay to the Stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that Stock broker renders to the Client. The Stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/SEBI.
4. The Client agrees to abide by the exposure limits, if any, set by the Stock broker or by the Exchange or Clearing Corporation or SEBI from time to time
5. Without prejudice to the Stock broker's other rights (including the right to refer a matter to arbitration), the Stock broker shall be entitled to liquidate/close out all or any of the Client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the Client's liabilities/ obligations. Any all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the Client
6. The Stock broker agrees that the money/securities deposited by the Client shall be kept in a separate account, distinct from his/its own account or account of any other Client and shall not be used by the Stock broker for himself/itself or for any other Client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/guidelines/Exchanges Rules/Regulations/Bye-laws and circulars
7. The Client agrees to immediately furnish information to the Stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him
8. The Stock broker agrees to inform the Client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the Client to comply with such schedules/procedures of the relevant stock exchange.
9. In the event of death or insolvency of the Client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the Client has ordered to be bought or sold, the Stock broker may close out the transaction of the Client and claim losses, if any, against the estate of the Client. The Client or his successors, heirs and assigns shall be entitled to any surplus, which may result there from

10. The Stock broker agrees that it shall co-operate in redressing grievances of the Client in respect of transactions routed through it and in the case of physical deliveries in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the Client
11. The Stock broker shall continue to be responsible for replacing bad deliveries of the Client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the Client. For the sake of clarity it is stated that this clause would be applicable only to physical deliveries
12. The Stock broker shall ensure due protection to the Client regarding Client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the Client with whom and for whom it may have had transactions in securities
13. The Client and the Stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under as may be in force from time to time
14. The Stock broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the Client and that he shall be liable to implement the arbitration awards made in such proceedings
15. Information about default in payment/delivery and related aspects by a Client shall be brought to the notice of the Stock Exchange. In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/ Partner(s)/proprietor as the case may be, shall also be communicated to the stock exchange.
16. The Stock broker and the Client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
17. The Stock broker and the Client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003
18. The Stock broker and the Client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued there under of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued there under
19. The instructions issued by an authorized representative, if any, of the Client shall be binding on the Client in accordance with the letter authorizing the said representative to deal on behalf of the said Client
20. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the Client shall ipso facto stand cancelled
21. This agreement shall forthwith terminate; if the Stock broker for any reason ceases to be a stock broker of the Stock Exchange including cessation of membership by reason of the Stock broker's default, resignation or expulsion or if the certificate issued by the Board is cancelled
22. The Stock broker and the Client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be
23. In addition to the specific rights set out in this Agreement, the Stock broker and the Client shall be entitled to exercise any other rights which the Stock broker or the Client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under or Rules and Regulations of SEBI

24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under
25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
26. The Stock broker hereby undertakes to maintain the details of the Client as mentioned in the Client registration form or any other information pertaining to the Client in confidence and that it shall not disclose the same to any person/ authority except as required under any law/regulatory requirements; Provided however that the Stock broker may so disclose information about its Client to any person or authority with the express permission of the Client.
27. This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

In addition to the above mentioned mandatory clauses, there are certain voluntary clauses which are enumerated separately.

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

The Client's Signature / Authorised Signatory:

Signed by: ¹⁹ _____

Title: _____

Name of the Client: _____

Witness Name: _____

Witness Signature: _____

For HSBC InvestDirect Securities (India) Limited

Authorised Signatory: _____

Title: _____

Witness Name: _____

Witness Signature: _____

COMBINED RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET / CASH SEGMENT AND FUTURES & OPTIONS SEGMENT (TO BE GIVEN BY THE BROKER TO THE CLIENT)

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

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

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

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

It must be clearly understood by you that your dealings on NSE/BSE through a member shall be subject to your fulfilling certain formalities set out by the member, which may inter alia include your filling the know your client form, client registration form, execution of an agreement, etc., and are subject to the Rules, Byelaws and Regulations of NSE/BSE and its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by NSE/BSE or its Clearing Corporation/Clearing House and in force from time to time.

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

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

1. BASIC RISKS INVOLVED IN TRADING ON THE STOCK EXCHANGE (EQUITY AND OTHER INSTRUMENTS)**1.1 Risk of Higher Volatility:**

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

losses.

1.2 Risk of Lower Liquidity:

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

1.2.1 Buying/selling without intention of giving and/or taking delivery of a security, as part of a day trading strategy, may also result into losses, because in such a situation, stocks may have to be sold/purchased at a low/high prices, compared to the expected price levels, so as not to have any obligation to deliver/receive a security.

1.3 Risk of Wider Spreads:

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

1.4 Risk-reducing orders:

Most Exchanges have a facility for investors to place "limit orders", "stop loss orders" etc". The placing of such orders (e.g., "stop loss" orders, or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders. 1.4.1 A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security.

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

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

1.5 Risk of News Announcements:

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

1.6 Risk of Rumours:

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

1.7 System Risk:

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

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

1.7.2 Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security due to any action on account of unusual trading activity or stock hitting circuit filters or for any other reason.

1.8 System/Network Congestion:

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

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

2.1 Effect of "Leverage" or "Gearing"

The amount of margin is small relative to the value of the derivatives contract so the transactions are 'leveraged' or 'geared'. Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in derivatives trading and also trade with caution while taking into account one's circumstances, financial resources, etc. If the prices move against you, you may lose a part of or whole margin equivalent to the principal investment amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

- A. Futures trading involves daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index. If the index has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading next day.
- B. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the broker/member may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- E. You must ask your broker to provide the full details of the derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

2.2. Risk of Option holders

1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting

asset which becomes worthless when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires to an extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.

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

2.3 Risks of Option Writers

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

3. GENERAL

3.1 Commission and other charges

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

3.2 Deposited cash and property

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

3.3 For rights and obligations of the clients, please refer to Annexure-1 enclosed with this document.

3.4 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a member for the purpose of acquiring and/or selling of securities through the mechanism provided by NSE/BSE.

3.5 The term 'member' shall mean and include a trading member, a broker or a stock broker, who has been admitted as such by NSE/BSE and who holds a registration certificate as a stock broker from SEBI.

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

Customer Signature ²¹ _____ Date : (DD MMM YYYY) ____ / ____ / ____
(If Partner, Corporate, or other Signatory, then attest with company seal.)

ANNEXURE-1

INVESTORS' RIGHTS AND OBLIGATIONS:

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

NSE/BSE or its Clearing Corporation / Clearing House. Payments should be made only by account payee cheque in favour of the firm/company of the trading member and a receipt or acknowledgement towards what such payment is made be obtained from the member. Delivery of securities is made to the pool account of the member rather than to the beneficiary account of the member.

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

Notes:

1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a trading member of NSE/BSE for the purpose of acquiring and / or selling of securities through the mechanism provided by NSE/BSE.
2. The term 'member' shall mean and include a member or a broker or a stock broker, who has been admitted as such by NSE/BSE and who holds a registration certificate as a stock broker from SEBI.
3. NSE/BSE may be substituted with names of the relevant exchanges, wherever applicable.

Policies and Procedures

The underlying document outlines various policies and procedures HSBC InvestDirect Securities (India) Limited (HISL) has framed with respect to its dealing with clients for capital market transactions to ensure transparency and facilitate understanding on various aspects related to service delivery. Kindly note that the below stated policies and procedures are subject to change from time to time, depending upon our internal risk management framework, market and external environment; and clients can refer the HISL's website for the updated documents.

1. Refusal of orders for penny stocks etc:

Generally, HISL alerts clients to desist from trading in any penny stocks in view of the associated risk element while dealing in such stocks. Further, the client is also required to adhere to Exchange/ Members' guidelines and due diligence while trading in such stocks. Also SEBI / Exchange from time to time issues directives necessitating additional due diligence for dealing in such stock(s).

We at our sole discretion, may impose certain restrictions and/ or conditions (on case to case basis), subject to rules, regulations, byelaws, circulars, directives and guidelines of SEBI and Exchanges as well as considering the prevalent market and other circumstances and risk policies at a related point in time. These restrictions/ conditions include but are not limited to the following-

- a) restrict wholly or partly for trading, in certain security(ies) or category of security(ies) / contracts viz. -
 - i. illiquid stocks / stocks having low liquidity,
 - ii. illiquid options / far month options / long dated options,
 - iii. writing of options,
 - iv. securities listed in Z, T, TS, S, B group or 6 lakh series available for institutional category on BSE and/or securities listed in BE, IL, BT or EQ series on NSE,
 - v. any other securities/ contracts which as per the perception of HISL are volatile or subject to market manipulation or has concentration risk at client level or at the company level,
- b) accept or partially accept an order for buy and/or sell. Such acceptance may require execution in a controlled environment (for e.g. from centralised desk instead of from designated dealing area or online platform),
- c) cancel orders in above securities / contracts received from clients before execution or after partial execution without assigning any reasons thereof,
- d) require the client to provide appropriate declarations before/after accepting such orders.

HISL shall -

- a) not be responsible for non-execution / delay in execution of such orders and consequential opportunity loss or financial loss to the client,
- b) have the discretion 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 HISL itself,
- c) have the right to revise the list of such securities / contracts on a periodic basis.

Client can obtain the information about the updated list of securities from the Relationship Manager / Dealing Branch office / Sub Broker.

2. Setting up Client's Exposure limit:

Settlement / Margin obligation:

The Exchange bye-laws requires a member broker to adhere to various trading and settlement obligations and conditions which include but are not limited to -

- a) upfront margin maintenance requirements with the Exchange/ Clearing Corporation prior to taking an exposure in the market,

- b) cash and collaterals / securities deposit, in prescribed ratio, for margin maintenance,
- c) certain margins to be paid for in cash only, for instance mark-to-market,
- d) settlement obligations in respect of funds and/or securities to be honoured as per the settlement calendar prescribed by the exchange from time to time.

In order to enable HISL to meet the obligation on behalf of the client, HISL seeks client's cooperation to maintain adequate margin, make timely settlement of obligations, top-up margin by scheduled date, etc.

Exposure setting:

Margin based limit / exposures will be set for clients for transacting in Cash and F&O segment. While computing the available margin, clear credit lying in client's settlement and margin ledger, securities held in client's beneficiary account with Member and securities held in client's demat account for which limited power of attorney is available with HISL etc. may be considered.

Margin can be paid in form of cash and approved collateral. Collateral will be valued on daily basis at latest / previous day's closing price and appropriate hair-cut shall be applicable. List of approved collaterals / securities along with applicable haircut, is subject to revision from time to time based on Exchange approved list, market volatility, quality of collateral and internal guidelines; and same can be obtained from the Relationship Manager / Dealing Branch Office/ Sub broker.

HISL shall have the discretion to allow differential limits / exposures varying from client to client, depending upon client's trade history/experience, if available, his financial capacity and/or credit worthiness and referral of each client.

3. Brokerage Policy

HISL may charge a brokerage for all trades facilitated on BSE, NSE or any other recognised exchange of which HISL is a Member. Brokerage rate may vary from client to client, as per the terms agreed with the client at the time of registration or by way of any subsequent written agreement between the client and HISL. The rate of Brokerage shall not exceed the maximum permissible brokerage stipulated by Exchange/ SEBI.

The slab rates of brokerage fixed by HISL may be function of the quality and cost of services provided to the client and the volume and revenue expected from a relationship. It shall be reviewed by HISL from time to time and may be changed in such manner as HISL may deem fit provided that the same would not contradict the regulatory provisions.

The brokerage shall however be exclusive of the following:

- Service Tax and Education Cess,
- SEBI/ Exchange/ Clearing member charges
- Stamp duty
- Statutory charges payable to Exchange/ SEBI/ Govt. Authorities etc.,
- DP Annual maintenance charges
- DP transaction charges / Pledge / Unpledge / Demat / Remat charges
- DP Inter settlement charges
- Account Opening charges
- Bank charges towards the cheques received unpaid
- Charges towards customized/ specialized service

4. Imposition of Penalty / delayed payment charges

Delayed payment charges / margin shortage charges:

As per the Exposure Limit section outlined earlier in the document, client shall maintain adequate margin / settle the obligation / top-up the margin by scheduled date. In case client fails to settle the dues in time, HISL shall reserve the right to -

- a) levy delayed payment charges, not exceeding 2% per month, or such other rate as may

be determined by the HISL from time to time, on account of delays/failure by the client in meeting the pay-in / margin obligations / mark-to-market obligation on the scheduled date till the date of payment in Cash and/or F&O segment,

- b) levy a charge for disproportionate cash versus collaterals ratio prescribed by the Exchanges for deposit of margins in F&O,
- c) not consider any credit balance in other family or group account of the client while computing delayed payment charges on the debit balance in the running account of a client.

The above levy is only a penal measure in case of a client default in meeting settlement and margin obligation and should not be construed as funding arrangement by the client; and the client cannot demand continuation of service on a permanent basis citing levy of delayed payment charges.

Penalties levied by Exchanges:

Exchanges / Clearing Corporation/ SEBI levy penalties on the member broker for irregularities observed by them during course of its dealing with Members. HISL shall recover such imposed penalties / levies, by the Exchange / regulators, from the client which arises on account of dealing by such client. The illustrative list of reasons to levy penalty include but are not limited to -

- a) auction resulting from short deliveries,
- b) non adherence to client-wise exposure limits in Cash and F&O segment,
- c) client-wise shortfall in F&O margin,
- d) any other reasons which may be specified by the Exchange / Clearing Corporation/ SEBI from time to time.

Interest Free Deposits:

HISL provides exposure against the upfront margin received in the form of cash / collateral from the client and the client also has the prerogative to demand withdrawal of cash or collaterals at his discretion, subject to surplus margin in place. HISL shall not pay any interest or other benefit to the client for maintaining cash balances or depositing collateral margins with HISL except for the corporate benefit received on such collateral securities, if any.

5. Liquidation Policy:

(The right to sell Client's securities or close Clients' positions, without giving notice to the Client on account of non-payment of dues by Client)

As per the Exposure Limit section outlined earlier in the document, client shall maintain adequate margin / settle the obligation / top-up the required margin by scheduled date. The client agrees and confirms that in case of any delay (beyond permissible time limit as per SEBI or Exchange's rules, regulations, byelaws, circulars and other applicable laws/ provisions) in making the payment, HISL shall have the right to sell client's security(ies)/ positions/ contracts, both unpaid securities as well as collaterals deposited towards margins or securities previously purchased by the client or close out client's open positions / contracts or offset credit balance in other segment / exchange against client's obligation / debit balances / liabilities, without giving any notice to the client, as per prevalent risk policy from time to time, in circumstances including but not limited to the following -

- a) where intra-day position, if any, not liquidated before prescribed time or placing of fresh intra-day order after a cut-off time fixed by HISL,
- b) where client is not having adequate margins, as per conditions specified in Exposure Limit section or on account of removal of a security from approved list of collateral and client's failure to top-up further margins,
- c) where client delays / fails to meet the pay-in obligation / mark-to-market (MTM) dues

/clearance of debit balances / dues by scheduled date or realisation proceeds of the cheque(s) deposited by the client to meet obligation is not received,

- d) cheque bouncing / not honoring sale obligation by delivering shares in time or due to any reason, delays or fails in clearing outstanding dues to HISL,
- e) volume in excess of permissible internal limit cap in illiquid / penny stocks / long dated options / far month options or excessive speculative trading,
- f) scrip is moved in BAN list (due to breach of exchange limit defined for market wide position limit / trading member wide position limit / client wide limit in F&O segment, etc.),
- g) irregularities in dealing and other surveillance / anti money laundering (AML) related observations,
- h) client categorized as ineligible due to non-traceable, disputes, possible default by client and any other circumstances leading to raising non-confidence in client,
- i) disputed delivery/ trading position,
- j) any direction from SEBI/ Exchange or such other regulatory/ statutory authorities,
- k) under such other circumstances as HISL might think just and proper on case to case basis.

Such liquidation may be in full or partial to the extent of shortfall / debit and securities / position / contracts selection would be at the discretion of HISL. While selling the securities/ closing the clients positions / contracts, HISL may take into account the positions closed by the client or collections received from the client till a cut-off time. Securities previously purchased would be used for liquidation where the sale proceeds of unpaid securities are inadequate to cover the pay-in obligations and/or where the unpaid securities appear to be comparatively illiquid and cannot be sold at reasonable rates to the extent required.

HISL shall have the right to sell client's securities or close out client's open positions / contracts but it shall not be under any obligation to undertake this exercise compulsorily and therefore shall not be under any obligation to compensate/ or provide reasons for any delay or omission on its part to sell client's securities or close open positions / contracts of the client and client shall be solely responsible for the loss incurred on such liquidation.

6. Shortages in Obligation and penalty for defaulting client:

Clients are required to make Securities / Funds payin on or before T + 2 day. In case of default in security pay-in by the client and the shortage is at member level i.e. internal shortage, a penalty as applicable from time to time, will be imposed on the defaulting client and the benefit will be passed on to the respective beneficiary client. Rate of penalty will be decided by member as applicable from time to time and published on our website.

In case of default of securities pay-in by the client and the shortage is vis-a vis the Exchange, auction value of the respective exchanges and all levies, as applicable, shall be recovered from the defaulting client.

7. Conditions under which a Client may not be allowed to take further positions or the Member may close the existing positions of a Client:

Under various circumstances outlined in the Liquidation Policy section of the document, the Client may not be permitted to take any fresh or further position until the full clearance of earlier dues, obligation, outstanding etc.

Further, it would be the duty of the client to monitor its position with HISL from time to time. In case of any delay or failure by the client in meeting any obligation, margin requirements etc. HISL, at its discretion, may close the open position / contracts without any further intimation to the client in this regard as per the Risk policy.

8. Temporarily suspending or closing a Client's account at the Client's request:

The client is required to submit written request for closure of account or for temporary suspension of account clearly stating period of suspension, to the nearest branch office, sub-broker office or central processing cell at the registered office of the Member. Upon receipt of request and after satisfying itself with respect to all information/ documentation

and settlement of client dues, the Member shall act upon the request within reasonable time but not later than 30 days from the date of request.

9. Suspension of trading account and Deregistering the client

Suspension of trading account

HISL may carry a periodic review of the client accounts and may, at its discretion, suspend the client's accounts from trading in the following circumstances:

- a) where the client's status is dormant or inactive during last 12 months from the date of last transaction,
- b) where the client has not cleared the naked or uncovered debits in prescribed time,
- c) default by the client in honouring its settlement / margin obligation including cheque bouncing / auction of shares,
- d) irregular trading pattern from surveillance / AML perspective,
- e) where HISL is unable to transfer the shares to the default demat account provided by the client, till the client submits the revised demat account details along with proof,
- f) where the client is categorized as ineligible due to being non-traceable, pending disputes/ complaints, possible default by client and any other circumstances leading to raising non-confidence in client including return of undelivered couriers citing reason of "no such person / addressee left /refusal to accept mails / POD's signed by the third persons etc." or Digital Contract Notes (DCN) failed (Bounced email) on more than 3 instances until client submits and registers new email id or non-delivery of the statement of account sent on periodic basis or non-updation of financial and other details viz., email id, mobile no, land line details or it is found to be belonging to a third person,
- g) where the account is under investigation by any regulatory body including receipt of notice from statutory, government or local authorities including income tax, service tax, a judicial or a quasi judicial authority, or client is arrested by way of court order, police action or any other legal action,
- h) where a client is reported to or known to have deceased,
- i) where client fails to provide executed or renewed mandatory documentary requirements as prescribed by Exchanges/ Regulators from time to time and /or refusal to do the periodic submissions as required by Exchanges/ Regulators,
- j) under such other circumstances as the HISL might think just and proper on case to case basis.

Deregistering a client

HISL may at its discretion de-register the client's account in circumstances including but not limited to the following -

- a) action taken by Exchanges / Regulators or being part of list of debarred entities published by SEBI,
- b) where the client indulge in any irregular activities not limited to synchronized trading, price manipulation, etc. resulting in violation of rules, regulations of the exchange and any other such activity
- c) based on information found in sites of CIBIL, Watch out investors, World check or client having suspicious back ground, link with suspicious organization etc.,
- d) irregular trading pattern from surveillance / AML perspective,
- e) where the client is categorized as ineligible due to being non-traceable, disputes, possible default by client and any other circumstances leading to raising non-confidence in client including return of undelivered couriers citing reason of "no such person / addressee left /refusal to accept mails / POD's signed by the third persons etc." or Digital Contract Notes (DCN) failed (Bounced email) on more than 3 instances until client submits and registers new email id or non-delivery of the statement of account sent on periodic basis or non-updation of financial and other details viz., email id,

- mobile no, land line details or it is found to be belonging to a third person,
- f) right to deregister after serving a 30 days written notice without assigning any reason thereof.

In such case, HISL shall have the right to close out the existing positions / contracts, sell the collaterals to recover its dues, if any, before de-registering the client's account.

10. Policy for Dormant / In-active account:

Where no transactions have taken place in client's account during the last 12 months from the date of last transaction, then it will be considered as dormant / in-active account. If the account status is tagged as a dormant / in-active account, then the surplus funds or securities lying with HISL shall be refunded / returned to clients at his last known bank account / DP account for securities or at such other address as mentioned in the Account Opening Form.

Reactivation:

A client's account will be re-activated, subject to fulfillment of such conditions as HISL may consider fit and proper -

- a) on submission of proof of identity and proof of address, where the account is suspended due to dormant / inactive status or on client's request, or on submission of such other information/ documents as deemed fit by HISL,
- b) in other circumstances, at the discretion of HISL, provided there is no outstanding dues from the client or he has no open grievances pending against HISL or client has complied with all requirements of HISL of submission of information/ documents or on fulfillment of such other conditions that HISL may impose at its discretion.

Client Acceptance of Policies and Procedures stated hereinabove:

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

Client's Name : _____

Client's Signature : ²⁴ _____

Date : _____

VOLUNTARY CLAUSES / DOCUMENTS

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VOLUNTARY / NON MANDATORY CLAUSES

These clauses enumerated below form a part and parcel of the bipartite agreement between stock broker and client on which the stamp duty has already been paid.

In addition to the mandatory terms and conditions of the Member – Client Agreement the Client and the Member have agreed to the terms and conditions contained in voluntary clauses to be read in conjunction with the model Member-Client Agreement. to ensure smooth functioning of the operations in the course of trading/investing in securities by the Client through the Member to enhance the transparency of Member-Client relation.

In this Agreement, unless repugnant to the context or meaning thereof, (i) words and expressions defined in Annexure A, shall have the meaning assigned thereto in Annexure A; and (ii) The principles of interpretation set out in Annexure A shall apply to this Agreement.

Now, therefore, in consideration of the mutual understanding as setforth in this agreement, in addition to the mandatory clauses, in order to ensure smooth functioning of the operations, the parties thereto have agreed to the following terms and conditions:

1. CLIENT'S REPRESENTATIONS AND WARRANTIES:

The Client has represents and warrants to the Member that:

- (i) The Client represents and warrants to the Member that all the information provided and statements made in the Client's Account Application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the Client is aware that the Member has agreed to provide the Member's Service to the Client on the basis, inter alia, of the statements made in the Client's Account Application. The Client is aware and acknowledges that trading over the internet kiosk, telephones and through computers involves many uncertain factors and complex hardware, software, system, communication lines, peripherals, etc., which are susceptible to interruptions and dislocations; and the Member's Service may at any time be unavailable without further notice. The Member and the Exchanges do not make any representation or warranty that the Member's Service will be available to the Client at all times without any interruption. The Client further agrees that he shall not have any Claim against the Exchanges or the Member on account of any suspension, interruption, non-availability or malfunctioning of the Member's System and Service or the Exchanges' service or system for any reason whatsoever.
- (ii) 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.
- (iii) All actions required to be taken to ensure compliance of all the transactions which the Client may enter into pursuant to this Agreement with all applicable laws shall be completed by the Client prior to such transactions being entered into.
- (iv) The Client shall abide by the Exchange Provisions or the terms of the Member's Website and the various communications from member from time to time, which may be posted on website in force from time to time.
- (v) Any instruction given by an authorised representative of the Client to the Member (or to the Member's representative) shall be binding on the Client.
- (vi) The Client represents, warrants and undertakes on an ongoing basis that there are no prior or pending criminal proceedings or proceedings relating to financial crime against him or any negative reputation issues involving the Client and in the event of any such issue or proceedings arising / being commenced against the Client, he shall promptly keep the Member informed of the same.
- (vii) The Client represent, warrants and undertakes not to act as a sub-broker or Authorised Person or Remisier without prior written permission of the Member / Stock Exchange and without obtaining certificate of registration from Securities and Exchange Board of India (SEBI).
- (viii) The Client shall notify the Member within seven days, of any change in the details set

out in the Application form submitted to the Member at the time of opening the account or furnished to the Member from time to time.

- (ix) The Client agrees to keep the Member updated of his financial status by providing net worth certificate / copy of IT returns / Balance Sheet and other financial statements / documents at regular intervals as may be required by Member from time to time and in any event at the end of each financial year.
- (x) The Client shall, at all times, be responsible for his investment decision and/or orders placed, or applications preferred by the Client, either electronically or otherwise. Client shall not hold, nor seek to hold, the Member and or any of their officers, directors, employees, agents, subsidiaries or affiliates, liable for any loss including but not limited to trading losses incurred by the Client. The Client understands that placing an order with the Member either electronically or otherwise, does not guarantee execution of the said order or acceptance of an application. The Member shall not be deemed to have received any electronically transmitted order or application until the Member has confirmed the receipt of such an order or application.
- (xi) It is agreed that the client shall execute a Power of Attorney (POA) in favour of the Member/DP to facilitate Depository Participant operations, internet trading services and other operations pertaining to investment product offerings by the Member provided however the Member at it's own sole discretion may dispense with or waive the requirement of execution of such POA. The format of the said POA may be amended from time to time to accommodate regulatory and non regulatory operational issues and the Client agrees to execute such amended/revised POA, whenever duly intimated and called upon to do so by the Member.
- (xii) The Client agrees and confirms that the use and storage of any information including without limitation, ASC, the passwords or digital signatures, portfolio information, transaction activity, account balances and any other information or orders available on the Client's personal computer is at the Client's own risk and is the Client's sole responsibility. Client is responsible for providing and maintaining the communications equipment (including personal computers and modems), telephone, cellular phones or alternative services required for accessing and using the web site or related services, and for all communications service fees and charges incurred by the Client in accessing the website or related services.
- (xiii) In case of offline clients, the client agrees, confirms and acknowledges to receive the welcome letter (kit) from the member by way of delivery at his address available in the records as provided by the client. Client further agrees, confirms and acknowledges to receive the welcome letter (kit) (excluding user name and password) from the member electronically on the Client's email-id registered with the Member in case of on line clients.
- (xiv) The Client acknowledges that trading/settlement cycles, delivery/payment schedules, any changes therein from time to time are hosted on the website of the Member and such disclosure by the Member shall be deemed to be acceptable to the Client.
- (xv) The Client agrees and acknowledges that he will be responsible for the settlement / margin obligation arising out of the transaction executed by him despite interruption, non-availability or malfunctioning of the Member's System and Service or the Exchanges' service or system for any reason whatsoever.

2. CLIENT'S AUTHORISATION

- a. The Client may authorise his representative either severally or jointly to trade and transact in securities for and on behalf of the Client and that the Member may act on the instructions of the said authorised representative. Client hereby agrees to execute requisite letter of authorization / Power of Attorney in respect of such representatives as the case may be in this regard and submit the same with Member. Board resolution in case of corporate Clients and a declaration signed by all partners in case of Partnership firms shall be furnished by such Client and the Client undertakes to review the same every year and inform the Member in case of any change.
- b. If the authorised representative is intended to be replaced, the Client shall inform the Member / Sub broker of the change in writing immediately or within 24 hours of

effecting such charge along with the authorisation document failing which the Client undertakes to be responsible for the trade obligations arising out of the actions of the old representative and the Member will not be under any obligation to honour the orders for trades placed by the new representative. Any implication and consequences out of the failure on the part of the Client to provide the necessary intimation and authorisation will be the sole responsibility of the Client and the member will not be liable for any part of the same.

- c. If any transaction(s) under this agreement or under any other agreement or otherwise with the Member, has/have been executed on behalf of Client by any other person, not mentioned above and the same has/have been accepted by him from time to time on the basis of the contract note(s) or bills or any other correspondence dispatched/communicated to the Client by the Member and/or by part or full settlement of the said transaction(s) by Client, then such transaction(s) shall be deemed to be executed by the person authorised by the Client and the Client agrees to ratify and accept all such or other actions of such persons and undertakes to meet all obligations arising from these transaction(s)
- d. The Client undertakes to be bound by all the transactions undertaken by the Member pursuant to the instructions of the authorized representative(s)
- e. The client acknowledges that the member shall not be liable to provide him any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment. The client assumes full responsibility with respect to his investment decisions and transactions. 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.
- f. The client agrees to keep the member updated on his financial status and provide such details as regards financial position, assets, liabilities etc., including networth details etc., once in a year and also as and when required by the Member. The Client hereby permits the Member to provide such information any time to any statutory / regulatory authorities as may be required.
- g. The client hereby agrees to ensure that before selling any shares, he has the same in hand. Any loss arising of auction / closeout on account of shares not cleared in the Member's account will be borne by the client. The client also agrees to bear any loss arising out of auctions due to incomplete instructions, illegible instructions, unclear instructions and instructions not received on time.
- h. The client hereby authorizes the Member to transfer shares, lying in the Member's pool / beneficiary account for pay-in purposes for shares purchased by the client in previous settlements. In case the client does not want the Member to transfer these shares towards inter settlement from the Member's pool / beneficiary account for payin purposes, he shall inform the Member in writing 24 hours before payin date. In case the Member does not receive the same in writing or for a wrong settlement, the Member shall not be responsible for loss, if any.
- i. The Member will not be liable to the client for loss arising due to fire, theft or loss due to human error in case of dematerialised shares, or any other unforeseen circumstances if the shares are in the custody of the the Member beyond the stipulated time. In case of dematerialized shares, the Member will be entitled to recover the custody charges from the client, if the deliveries are not transferred out of the Member's depository account within the stipulated time. The stockbroker will not be responsible in case pay-in is not done in the proper settlement.
- j. The client hereby unconditionally, absolutely and irrevocably undertakes to pay immediately any amount due and payable under this agreement on being called to do so without any demur merely on a demand from the Member stating that the amount claimed is due pursuant to this agreement and any such demand made on the client shall be conclusive as regards the amount due and payable by the client under this agreement.

- k. The client hereby agrees and acknowledges that the member on best effort basis, based on POA authorization, will transfer the shares for pay-in obligation. However, member shall not be responsible for any auction / close-out due to non-delivery for any reason.
3. The Member hereby notifies the Client and Client hereby acknowledges that he is aware that Member may apart from carrying or executing the trades / orders on behalf of the Client, execute and carry out the trades on its own account (proprietary trading) in the ordinary course of business or otherwise.

4. MARGIN

- a. 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 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 ITORS Service. The Client is liable to pay an initial margin up-front on or before creating a position in any Cash and Derivatives contract. The Member or the said Exchanges shall decide upon such margin from time to time. Furthermore, the Client is liable to pay daily margins depending on whether the price of the Cash and Derivatives contract moves for or against the position undertaken.
- b. All Margins shall be paid by the Client in the form of Funds (which shall hereinafter mean and include account payee cheques, bankers cheques, demand drafts, pay orders and telegraphic, telex or wire transfers, but not cash or currency) / securities as laid down in this Agreement.

In case where the payment by the Client towards the margin is made through an account payee cheque issued in favour of the Member, the Member, only upon the realization of the funds of the said cheque, would execute any trade(s) of the Client. However, the Member may at its sole discretion execute trades or provide limits to the Client against any uncleared account payee cheque and the Client in such circumstances shall not hold the Member liable and indemnify the Member in case the said account payee cheque is returned unpaid and the trades are executed or limits are provided against such account payee cheque prior to the same returning unpaid.

- c. Margin in the form of Securities:
 - (i) The Client may place margin with the Member in the form of securities if approved by the Member and the Stock Exchange. The Member may prescribe the list of approved securities eligible for acceptance as margin, as notified from time to time. This list may be revised, modified or replaced by the Member from time to time without giving any notice to the Client and the Client shall accordingly replace the securities (placed as margins) with the Member within the time specified by the Member. Such securities may be placed in a separate Demat account by the Member or in a separate DP account that may be opened by the Client for the purpose with the necessary Power of Attorney executed in favour of the DP and/or the Member.
 - (ii) The Client agrees and authorizes the Member to determine the market value of securities placed as Margin after applying a haircut that the Member deems appropriate. The Client's positions are valued at the latest market price available (marked to market) on a continuous basis by the Member. The Client undertakes to monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of the margins, the Client agrees to replenish any shortfall in the value of the Margins immediately, whether or not the Member intimates such shortfall to the Client.
 - (iii) All corporate benefits, including but not restricted to Bonus/Right Shares accruing on the securities so deposited as margin shall be credited into the aforesaid depository account or to the Client's trading account as the case may be, unless otherwise agreed to by the Member, and shall constitute margin for the Client's trades/transactions
 - (iv) The Member may, at its sole discretion, prescribe that the payment of Margin

money for further trades shall be in the form of funds instead of securities. The Client accepts to comply with the Member's requirement of payment of Margin in the form of funds immediately failing which the Member may sell, dispose, transfer or deal in any other manner the securities already placed with it as Margin or square off all or some of the positions of the Client as it deems fit in its discretion without further reference to the Client and any resultant or associated losses that may occur due to such square off/sale shall be borne by the Client, and the Member is hereby fully indemnified and held harmless by the Client in this behalf. The client authorizes the Member to sell these securities to recover any outstanding dues / MTM debits / meet the margin requirements in Cash and F&O segments of both the Exchanges.

- (v) The Member may at its sole discretion and subject to the applicable Regulations from time to time allow the Client to place Margin in the form of Fixed Deposits and Bank Guarantees.
- (vi) The client agrees that all decisions with regard to the amount of margin/deposit, the exposure available to the client and trading limit shall be decided by the Member at its sole discretion and no reasons thereof are required to be given to the client. The client warrants that all or any securities deposited by the client with the Member in respect of margin deposit requirements or otherwise are owned by the client and that the title thereof is clear and free from encumbrances. These margin / deposits shall be repaid after the client closes the account with the Member after meeting contingent liabilities arising out of all or any transactions under this agreement.

d. Margin with Stock Exchange

1. The Client agrees that the Member may in its turn place any of the securities placed by him as Margin by way of pledge or hypothecation or margin on his behalf with Exchange / professional clearing member to meet its own obligations, as the Member may deem fit. The Client authorizes the Member to do all such acts, deeds and things as may be necessary and expedient for the above purpose.
2. The Client is responsible for all orders, including any orders that may be executed without the required Margin in the Client's account. If the Client's order is executed despite a shortfall in the Margin, the Client shall, whether or not the Member intimates such shortfall in Margin to the Client, instantaneously make up the shortfall either through delivery of shares in the event of a sale or credit the required funds in the Clients account via wire or personal cheque, cashier's cheque or money order or account transfer or any other mode.
3. Any reference in these terms to sale or transfer of securities by the Member shall be deemed to include sale of the securities, which form part of the Margin, maintained by the Client with the Member. In exercise of the Member's right to sell securities as provided in this Agreement, the choice of specific securities to be sold shall be that of the Member.
4. Notwithstanding, what is stated in the foregoing sub-clauses, the Client agrees that the Member may be compelled to in circumstances of extreme market volatility or any other compelling circumstances, square off all or any outstanding positions, prevent any new orders from being placed and /or executed by the Client or take such other action as the Member thinks fit and proper, even without calling for the payment by the Client of the aforesaid instantaneous margin from the Client.
5. The Client agrees and authorizes the Member to deposit/ pledge his shares / collaterals with the exchange / clearing corporation / clearing house/ clearing member to meet his margin obligations.

5. TRANSACTIONS IN CASH / DERIVATIVES SEGMENT

In case of the Client undertaking the transactions simultaneously in Cash and Derivative Segments, the Client specifically agrees:

- a. That the shares received from the stock exchange in the pay out of Cash segment may at the discretion of the Member be transferred to the Client's Derivatives Margin Account to be utilized as margin for the Derivatives transactions that the

Client may undertake.

- b. That the Client authorizes the Member to transfer such shares purchased by the Client in the Cash Segment to the Clearing Member/ Exchange towards margin requirements for Client's derivative transactions as the Member may deem fit or expedient.
- c. The Client understands that the release of the shares held as aforesaid (as margin) and the transfer of the same to the Clients designated DP account would take upto four days and in this view, Client agrees to give instruction to square off the relevant derivatives transaction (or to roll over the same) at least four days before the settlement date for the derivatives segment.
- d. The Client further agrees not to hold the Member responsible for the delay that may occur due to the reasons beyond the reasonable control of the Member.

6. CLOSEOUT

a. In case of Purchase

In case of purchase on behalf of Client, the Client authorizes the Member to close out the transactions by selling the securities in case Client fails to make full payment to the Member for the execution of the contract within two days of trade execution or before pay-in-day (as fixed by Stock Exchange for the concerned settlement period), whichever is earlier, unless the Client already has an equivalent credit with the Member. The Member may at its discretion close out the position of the client at any future date subsequent to the settlement date. The loss incurred in this regard, if any, will be met from the margin money of the Client. The Client agrees to make good the shortfall, if any, immediately on being intimated of the shortfall by the Member

b. In case of Sale

In case of sales on behalf of Client, the Client authorizes the Member to close out the contract by effecting purchases if the Client fails to deliver the securities sold with valid transfer documents within two days of the trade execution or before delivery day (as fixed by Stock Exchange for concerned settlement period), whichever is earlier. Cost of the transaction (i.e. closeout), will be deductible from the margin money of the Client. The Client agrees to make good the shortfall, if any, immediately on being intimated of the shortfall by the Member

- c. The client authorizes the Member to use his discretion to buy, sell or close out any part or all of the contracts held in the clients account with the Member for the protection of the Member, in case of any default by the client. The client agrees to reimburse any or all such incidental expenses incurred by the Member.

d Provisions in case of Default (for Derivatives segment only):

In the event of failure of the Client to fulfill his obligations to the Member, the Derivatives Segment or the Clearing House(s), the Client's position may be closed out and the money, if any, of the Client available with the Member, the Derivatives Segment or the Clearing House(s) may be adjusted against the Client's liabilities / obligations.

7. LIEN AND SET OFF

1. The Client agrees that all monies, securities or other property that may be held by the Member on the Client's account shall be held by the Member at the sole risk and cost of the Client and such monies, securities or other property shall be held subject to a general lien for the discharge of the Client's obligation to the Member under this agreement irrespective of whether such obligation of the client is disputed by the client. The Member shall be under no obligation to release such monies, securities or other property until the Client has discharged its entire obligation in full to the Member under this agreement to the due satisfaction of the Member.
2. All Securities and/or other property in any Account in which the Client has an interest or which at any time are in the possession or under the control of the Member, shall be

subject to a lien for the discharge of any and all indebtedness or any other obligation that the Client may have to the Member.

3. All of the Client Securities and/or other property shall be held by the Member as security for the payment of any such obligation or indebtedness to the Member in any Account in which the Client has an interest.
4. In enforcing its lien, the Member at its sole discretion may determine which Securities and/or other property are to be sold or which contracts are to be closed.
5. Notwithstanding anything contained in these presents, the Client hereby agrees that any amounts which are overdue from the Client towards trading either in the Cash or Derivative segments or on account of any other reason to the Member may be charged the late payment charges at the rate of 2% per month of the sums in default or such other rate as may be determined by the Member. The Client hereby irrevocably authorizes the Member to directly debit the same to the account of the Client at the end of each month provided, however, that in the case of dues owing by the Client or a member of Client's family or sister concerns, to the Member's group or associate companies, such debit is not made by such group or associate company in the Client's Trading Account with it. The Client also authorizes the Member to debit charges for depository services to the trading account. The Client also agrees that any amount overdue from him (including the interest on delayed payment) shall be adjusted by the Member from dues owed to the Client. The Client also agrees that any amount owed by the Client to the Member (including the interest on delayed payment) can be adjusted by the Member from the dues owed to the Client by any group or associate company of the Member. Conversely, any money owed by the Member to the Client may be adjusted by the Member towards the dues owed by the Client to any group or associate company of the Member.

8. BROKERAGE AND OTHER CHARGES

The Client agrees to pay to the Member, brokerage, commission, fees, services tax, others taxes, call charges, charges for short messaging alerts on the Client's cellular phones and transaction expenses as they exist from time to time and as they apply to the Client's account and transaction and to the services that the Member renders to the Client.

The Client agrees that the Member may from time to time subject to the Exchange provisions and any restriction imposed in this behalf by SEBI and after giving due notice as specified in clause 42, determine and modify the amount of brokerage, commission fees, applicable service, transaction expenses, other taxes and other amount payable per transaction by the Client. Notwithstanding what is stated hereinabove, Client agrees that the Member may charge different slab of brokerage and other charges including but not limited to the order size of each contract.

The Client agrees and acknowledges that the Client shall be liable in respect of all stamp duty and documentary taxes required to be paid in respect of this Agreement, all contract notes and all instrument required to be executed (whether by the Member and / or the Client or any other person) pursuant to this Agreement, including all penalties thereon. Further, without prejudice to the aforesaid, the Client agrees and undertakes to pay additional stamp duty on any of the aforesaid instruments by virtue of the said instrument being received in any state at any time subsequent to its execution. Notwithstanding the aforesaid, the Member shall be entitled to pay the stamp duties and other documentary taxes and penalties (if any) on behalf of the Client and thereupon, the Client shall promptly upon demand by the Member in this behalf reimburse the Member in respect of any such payment by the Member.

9. CANCELLATION / MODIFICATION OF TRADE

- a. Member shall be entitled to cancel order / contract(s) with the Client in the following circumstances:
 - (i) When the Exchange(s) cancel a trade suo moto or due to insufficient bids or offers or suspension of trading due to price limits or circuit breakers.
 - (ii) When the electronic trading systems either at the Exchange or in the Member's office are vulnerable to temporary disruptions or failures.
 - (iii) When due to unforeseen circumstances, the Member is not able to execute the

desired transactions (either the Client's own transaction or transactions for enforcing margins as provided in this Agreement) on a timely basis.

- b. The cancellation or modifications of any order pursuant to the Client's request in that behalf is not guaranteed. The order will be cancelled or modified only if the Client's request for cancellation or modification is received and the order is successfully cancelled or modified before it is executed. Market orders are subject to immediate execution, wherever possible.
- c. The Client shall not be entitled to presume an order as having been executed / cancelled or modified until a confirmation from the Member is received by the Client. However, due to technical or other factors, the confirmation may not be immediately transmitted to or received by the Client and such delay shall not entitle the Client to presume that the order has not been executed, cancelled or modified unless and until the Member has so confirmed in writing.
- d. The Client further agrees that he will not be compensated by the Member for 'lost opportunity' namely; notional profits / losses on buy / sell order which could not be executed.
- e. The Exchange may annul a trade suo-moto without giving a reason therefore. In the event of such annulment, the Member shall be entitled to cancel the contract(s) with the Client.
- f. Notwithstanding anything contained above, any orders not executed at the end of trading hours may be cancelled by the Member.
- g. In the event, the Exchange suspends or cancels a pay out of funds / securities, the Member shall also be entitled to suspend, cancel or annul the relevant payout of funds / securities to the Client.
- h. The Member shall not be responsible for any losses that the Client may incur on account of such cancellation / modification.
- i. In all cases, the Member reserves the right to determine the validity of the Client's objection to the transaction.
- j. Client agrees that the Member will not be responsible for the non-receipt of the trade confirmation, contract note-cum-bill due to any change in the Client's address/e-mail address/telephone/ cellular phone/ fax number which is not intimated to the Member in writing and/or where the communication remains undelivered due to non-availability of the Client at the given address / telephone/ cellular phone / fax number or client not opening e-mail box.
- k. Member shall have the right to refuse to accept any buy or sell instructions from the Client without assigning any reasons thereof provided that the Member shall inform the Client of any such decision.

10. TRADE CONFIRMATION

- a. The Member shall send the trade confirmations to the Client over telephone or by way of short message services on the cellular phone of the Client. Trade confirmation shall also be available on the System of the Member and the same is followed up by the contract note-cum-bill or otherwise via mail, e-mail, fax, courier, Registered AD, oral communication or otherwise at the postal address, fax nos. e-mail addresses intimated by the Client to the Member. Notwithstanding what is stated hereinabove or elsewhere in the Agreement, the Client agrees to receive the trade confirmation at the end of the day of trading.
- b. The Client understands that it is his responsibility to review the trade confirmations, the contract notes, the bills or statements of account immediately upon their receipt. All information contained therein shall be binding upon the Client, if the Client does not object in writing to any of the contents within twenty four (24) hours of such intimation/confirmation.
- c. In all cases, the Member reserves the right to determine the validity of the Client's objection to the transaction.
- d. The Client agrees that the Member will not be responsible for the non-receipt of the trade confirmation, contract note-cum-bill due to any change in the Client's address/e-

mail address/telephone/ cellular phone/ fax number and such other details which is not intimated to the Member in writing and/or where the communication remains undelivered due to non-availability of the Client at the given address / telephone/ cellular phone / fax number or client not opening e-mail box.

- e. The Member shall have the right to refuse to accept any buy or sell instructions from the Client without assigning any reasons thereof provided that the Member shall inform the Client of any such decision.

11. DIGITALLY SIGNED CONTRACT NOTES, CONFIRMATION AND ELECTRONICS COMMUNICATION

- a. The Client hereby agrees and permits the Member to provide digitally signed contract notes through internet/email. The Client also authorises the Member to send Welcome Kit (excluding user name and password), Statements of Account, Statement of Margin and Securities and other documents on email address. For the sake of clarity all of the above documents are referred to as "Digital Documents". The Client acknowledges that once Digital Documents are mailed by the Member at his email address registered with it, it shall be deemed to have been received by the Client and hence there will be no further requirement on the part of the Member to send the same physically in the paper based format to the Client unless Digital Documents are rejected by the Client's email id and is bouncing back to the Member. The Client hereby acknowledges that he has read and understood the following points governing issuance of the Digital Documents by the Member.
 - i. For the purpose of the above, the email id used would be the same as provided by the Client in the Client Registration Form at the time of opening of an account or email id subsequently notified by the Client in writing. Any change in the email id of the Client shall be immediately intimated by the Client to the Member.
 - ii. The Client shall access the contract notes/ confirmations of the trades executed on his behalf on the trade date electronically. The Client understands that it is his responsibility to review all confirmations, contract notes, statements, notices and other communications including but not limited to margin and maintenance calls etc. All information contained therein shall be binding on the Client, if the Client does not object, either in writing or via electronic mail within 24 hours after any such documents are available to the Client.
 - iii. The Member shall forward Statements of Account for both funds and securities at such regular interval as it deems fit but not exceeding three months (calendar quarter) within a period of thirty days of the expiry of the said period. All information contained therein shall be binding on the Client, if the Client does not object, either in writing or via electronic mail within 15 days after any such documents are available to the Client.
 - iv. Should the Client experience any difficulty in opening a document electronically delivered by the Member, the Member may, on receipt of intimation from the Client in that behalf, make the required delivery by any other electronic means (e-mail, fax, electronic mail attachment, short message services on the cellular phone or in the form of an available download from the back-office website) or in paper based format. Failure to advise the Member of such difficulty within twenty four (24) hours after delivery shall serve as an affirmation that Client was able to receive and open the said document. The Client hereby agrees to pay all such amounts that the Member may charge to cover the operational costs that the Member incurs in preparing and delivering the said communication, confirmation, contract notes, documents, reports and alerts;
 - v. The Client agrees not to receive the contract notes in paper form from the Member. Provided however that in case when the Member is not able to provide Contract Note to its Clients through (web based) electronic medium due to any unforeseen problems, the Member should ensure that the contract notes are dispatched to the Client in physical form as per the time schedule stipulated in the Bye-Laws, Rules and Regulations of the Exchanges.

- vi. The Client shall take all the necessary steps to ensure confidentiality and secrecy of the login name and password. Unless the Client lodges a complaint with the Member as to his inability to access the system, it would be presumed that contract notes and all other documents have been properly delivered to the Client.
 - vii. The Client agrees that the Member fulfils its legal obligation to deliver to the Client any such document if sent via electronic delivery and the member has not received any report indicating bouncing back of such electronic delivery.
- b. Statement of Accounts in Digital format:**
- (i) The Member may send the Statement of Trading Account, Demat statement of accounts/holding statement(s)/bills or other Statement(s), related notices, circulars, amendments and records and documents by whatever name called (hereinafter referred to as "Statement(s)") to the Client in physical and/ or electronic form.
 - (ii) The Client hereby agrees and permits the Member under the terms of this agreement to provide to the Client, Statement(s) through Internet (web based). Such Statement(s) shall be duly authenticated by means of a digital signature as specified in the Information Technology Act, 2000 and the Rules made there under.
- c. Copy of Client Registration Documents:**
- (i) The Member may send the Client Registration documents viz., Client registration form/KYC, Member Client Agreement/Tripartite Agreement, Risk Disclosure Document and a copy of any other document executed with the client (hereinafter referred to as "Registration documents") to the Client in physical and/ or electronic form.
 - (ii) The Client hereby agrees and permits the Member under the terms of this agreement to provide to the Client, the Registration documents through Internet (web based).
- d. Clauses governing issue of digitally signed Contract Notes/ Statement(s)/ Client Registration documents / other documents (hereinafter collectively referred to as "the Documents") in electronic form]**
- (i) The Member shall send the Document(s) to the Client at his/her/its e-mail account(s) provided by the Client for the purpose.
 - (ii) The Client undertakes to change the initial password of such e-mail account(s) upon first login. The Client shall take all necessary steps to ensure confidentiality and the secrecy of the login and password of such e-mail account(s). The Member shall not be liable to or responsible for any breach of secrecy. Unless the Client lodges a complaint with the Member as to his/her/its inability to access the system, it would be presumed that the documents have been properly delivered.
 - (iii) The Client agrees to access the Document(s) electronically. The Client also agrees that it is his/her/their responsibility to review the same. All the information contained therein shall be binding on the Client, if the Client does not object, either in writing or via electronic mail within 15 days from the date on which the Document(s) is sent to the Client.
 - (iv) The Client undertakes to check the Document(s) and bring the discrepancies to the notice of the Member within 24 hours from the date on which the Document(s) are sent to the Client, unless otherwise specifically provided under the regulations. Non-verification by the Client or not accessing the Document(s) on regular basis shall not be a reason for disputing the same at any time.
 - (v) Should the Client experience any difficulty in opening a document electronically delivered by the Member, the Member may on receipt of intimation from the Client in that behalf, make the required delivery by any other electronic means (e-mail, fax, electronic mail attachment) or in paper based format. Failure to advise the Member of such difficulty within 48 hours from the date of delivery of the Document(s) shall serve as an affirmation that Client was able to receive and open the said document.
 - (vi) In cases when the Member is not able to provide the Document(s) through web based electronic medium due to any unforeseen problems, the Member shall ensure that the Document(s) reaches to the Client in physical form as per the time schedule stipulated in the Bye Laws, Rules and Regulations of the Stock Exchanges / CDSL or any other Regulatory Authority.

- (vii) The Client agrees to take all the necessary steps to ensure confidentiality and secrecy of the login name and passwords of his/her/its email account. Unless the Client lodges a complaint with the Member as to his/her/its inability to access the system or receive the document(s), it would be presumed that the document(s) have been properly delivered to the Client. The Member shall not be responsible for any breach of secrecy.
- (viii) The Client agrees that the Member fulfils its legal obligation to deliver to the Client the documents if sent via electronic delivery at the email account provided by the Client for the purpose and the Member has not received any report indicating bouncing back of such electronic delivery from any of such electronic delivery from any of such e-mail account(s). Such statements shall be deemed to have been delivered on the day when the same is sent electronically by the Member. In other words, email sent to the e-mail account, which is not bounced back, shall be deemed to be duly delivered to the Client and sufficient compliance of issue of Document(s).
- (ix) The Client agrees that the Member shall not be responsible for non-receipt of Document(s) sent via electronic delivery due to change in/incorrect email address provided by the Client for the purpose or for any other reason which inter alia include insufficient space in the inbox of the Client, technical reasons or malfunction of the Client's computer system/server/internet connection etc. It shall be the responsibility of the Client to intimate the Member of any change in the Client's e-mail account(s).
- (x) The Member shall not be liable or responsible for any statement received from frauds or impostors or any consequences thereof.
- (xi) The Member shall not be liable for any problem, which arises at the Client's computer network because of the Client receiving any such statement from the Member.
- (xii) The Member agrees that in case of receipt of bounced back notification from all the e-mail account(s), the Member shall make required delivery by any other electronic means (email, fax, electronic mail attachment or an available download from the back office website) or in paper-based format immediately thereafter. However the Client agrees that the Member shall not take cognizance of out-of-office/out-of-station auto replies and the Client shall be deemed to have received such electronic mails.
- (xiii) The Client hereby agrees to intimate the Member of any change in E-mail Id.
- (xiv) The Client understands and agrees that the Member shall be entitled to charge to the Client fees / charges for sending such Documents. Such fees and charges shall be intimated to the Client from time to time by the Member.
- (xv) The Member may also post the Document(s) on the website of the Member and the same can be accessed by the Client on the website with the help of the login and password in case of online clients. The Client shall ensure confidentiality and secrecy of the login id and password. The Member shall not be liable or responsible for any breach of secrecy.

12. SHORTAGES

It is agreed that in case of purchase of securities by the Client, if the Member is unable to deliver the securities on the pay-out day due to non-receipt of the securities from the Stock Exchange(s) or due to non-receipt of the said securities from another Client of the Member who has sold the securities against the said purchase transaction, the securities shall be delivered to the Client as per the policy of the Member as amended from time to time and communicated to the client.

13. ONLINE FACILITY

This clause will be applicable only in case the client opts for online trading facility. The Member is also providing a facility to the Client by offering a facility of internet based online trading instead of offline trading through the Order-Routing System (ITORS) of the Member and Client agrees to avail the facility of online trading through ITORS or such other related services that Member may wish to offer immediately or in the near future.

A. Agreement to provide and avail of the Service

The Member agrees to provide Service to the Client, and the Client agrees to avail of the Service, on and subject to the terms and conditions of this Agreement, the Exchange Provisions and the terms of the ITORS.

All the terms and conditions of Online Trading shall be applicable only if the Client is availing the facility of Internet based online trading offered by the Member. Accordingly, the Member and the Client agree upon the following terms and conditions as enumerated below :-

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

In addition to the above, the following terms and conditions are agreed upon as enumerated below :-

B. User Name and Password

The Client will be entitled to a Username and Password, which will enable him to access the System for availing the Service.

The Client is aware that the Member's System generates the initial password. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the Member.

- a. The Client confirms and agrees in respect of Username, log in id, phone id, t-pin, Password and Digital signature, etc. collectively referred to as Access Security Codes (ASC):
 1. The Client will be the only authorized user of ASC.
 2. As the Passwords and Login IDs are generated randomly in encrypted form, Member does not have access to the Login ID, Passwords, Phone Trading T-pin of the Client.
 3. At such time and within such period as the Member may require, the Client shall obtain and maintain during the term of this Agreement, digital signatures, which would aid and assist the parties and the Client to authenticate all or any electronic transactions made on the website(s) of the Member.
 4. The Client agrees that the Member shall act as the Client's agent to complete all transactions authenticated by the password assigned to it, or by such means as the Member may require from time to time, including affixing of digital signatures.
 5. The Client shall be responsible for keeping the ASC confidential and secure and shall be solely responsible for all orders and transaction that are entered and executed using the access codes and /or digital signature whether or not such person was authorized to do so. The Client shall ensure that he logs off every time when he is not using the Service.
 6. In the event of an apprehension of unauthorized access, the Client shall immediately change his password and then notify the Member of any unauthorized use of his ASC and the date on which it occurred, the manner in which it was unauthorisedly used and the transaction effect pursuant to such unauthorized use.
 7. The Client will log off from the Service at any time the Client is not accessing or using the Service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall be borne solely by the Client.
- b. The Client shall immediately notify the Member if:
 1. He discovers or becomes aware of any unauthorized access or use of the ASC, passwords or digital signatures, as the case may be and account number.
 2. He notices discrepancies that might be attributable to unauthorized access.
 3. He does not receive a message from the Member's web-site indicating that an order or an application was received and executed; or receives an accurate confirmation of an execution; or
 4. He receives confirmation of an order and/or execution which the Client has not placed; or
 5. He receives any inaccurate information in the account balances, investment products positions, or transaction history.
 6. He forgets his password or any other access security codes.
 7. He discovers a security flaw in the System.
- c. In any of the events specified above, 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 unauthorisidely changed by some other person or for any other reason then the Client shall immediately inform the Member – EITHER in writing OR THROUGH A CALL AT DESIGNATED NUMBERS to discontinue his old Password and the Member shall upon receipt of such request, discontinue the use of the old Password, ids, etc. and the Member's System shall

generate a new password for the Client which shall be communicated to the Client. At no point in time shall the Member be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password/IDs.

- d. It is the Client's responsibility to notify the Member immediately upon the Client's knowledge when any of the above conditions occur. Neither the Member nor any of its officers, directors, employees, agents, affiliates or subsidiaries can or will have any responsibility or liability to the Client or to any other person whose claim may arise through the Client for any claims including but not limited to claims arising with respect to the handing, mishandling or loss of any order. Under no circumstances, including negligence, shall the Member or anyone involved in creating, producing, delivering or managing the Member's services and products be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Service, or out of any breach of any warranty.
- e. The Client acknowledges that he is fully aware of and understands the risk associated with availing of a Service for routing orders over the internet, the telephone, and other modes, including the risk of misused and unauthorized use of his ASC and/or Password by a third party and the risk of a person hacking into the Client's account on the Member's System and unauthorisedly routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorized use and misuse of his ASC and/or Password and also for any and all acts done by any person through the Member's System on the Client's Username, IDs in any manner whatsoever. The Client is aware that the Member is agreeable to offer the facility of transmitting orders and instructions over the internet, telephone and other modes only if the Member is not required to bear, and only if the Client agrees to bear, the risk, responsibility and liability of such misuse or unauthorized use. The Client is also aware that he has the option of not availing such facility / services / products. However being fully aware of all risks, Client desires the convenience of such facility of transmitting orders and instructions over the internet, telephone and other modes, and has therefore opted for such facility of his own free choice and is willing and agreeable to bear all associated risks, responsibility and liability.
- f. Transactions and Settlements Secondary Market Operations
 - a. All orders for the purchase and/or sale of Specified Securities shall be authorized by the Client and routed through ITORS. These orders shall be executed at the Members end with the understanding that an actual purchase or sale is intended and that, it is the intention and obligation of the Client, in every case, to deliver securities to cover any and all sales or to pay for transactions upon the Member's demand. The Client shall open a bank account with one of designated banks and a Demat account with the Designated DP to avail the services under this Agreement.
 - b. The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange provisions.
 - c. All orders received by the Authorised Officials of the Member, as advised from time to time, from the Client or the Authorised Representative of the Client over the telephone Tele trading facility or otherwise or through the System shall be executed in good faith and shall be valid till end of trading session unless cancelled/modified during the session.
 - d. Certain orders or applications, at the Members sole discretion, may be subject to manual review, thereby delaying the processing of the Client's order or application or may result in rejection of the orders. The Client shall receive the price at which the Client's order or application is actually executed in the Exchanges or otherwise, as the case may be, which in the event of a delay may be different from the price at which the Client's order or application was placed.
 - e. The Member shall have the right to refuse to accept any buy or sell order from the Client without providing any reasons thereof provided that the Member shall inform the Client of any such decision.
 - f. If the Member makes a sale of any Specified Securities at the direction of the Client

and in the event that the Client fails to deliver to the Member any Securities that the Member has sold at his direction, the Member is authorized to borrow or otherwise obtain the Securities and/or other property necessary to enable the Member to make delivery, and the Client agrees to be responsible for any cost or loss that the Member may incur, including the cost of borrowing and/or obtaining the Securities and/or other property.

- g. The Client agrees that the Member is his agent to complete all such transactions and is authorized to make advances and expend monies to the extent of their dues as required. Though orders are generally routed to the marketplace at the earliest from the time the order is placed by the Client on the System, the Member shall not be liable for any delay in the execution of the order or for any resultant loss on account of this delay, due to any link/system failure at the Client / Members / Exchange end
 - h. The Client agrees that the Member at its sole discretion may subject any order placed by a Client to review and shall exercise its right to reject or accept the entry, which may cause delays in the processing of the Client's orders.
 - i. The Client also agrees that he will receive debit or credit in his ledger with reference to the rate at which his order is executed in the marketplace, which may be different from what is trading when his order is entered into the system.
 - j. The client hereby agrees that the Member or the Exchange shall not be liable for the non execution of any order caused due to any suspension, interruption, non availability or malfunctioning of the online trading services, software applications or hardware equipment or the Exchange system or service for any reason whatsoever.
 - k. The Client grants express authority to the Member for carrying out transactions and instructions on his behalf. The Member has no obligations to verify the authenticity of any transaction instruction sent or purported to have been sent from the Client other than verification details of Client as specified by the Member from time to time.
 - l. The Client shall be responsible for all his orders, including any orders, which exceed the available limits in his account. Based on what is specified by the Member, the Client shall credit the required fund to his bank account with designated bank or deposit the amount with the Member promptly to ensure that the payment shall be received and processed on or prior to the settlement date or a date intimated by the Member, whichever is earlier. If the payment is not received as aforesaid, then the Member may square off the same transaction, without any prior intimation to the Client. In the event of liquidation of the account or transaction, the Client shall be liable for any resulting losses and all associated costs incurred by the Member.
 - m. The Client understands, agrees and authorizes the Member at their discretion and without further prior notice to the Client, to monitor and record any or all telephone conversations between the Client on the one hand and the Member and any of the Member's employees or agents on the other hand and to monitor the Client's electronic communications conducted with the Member so as to enable them to maintain an audit trail of all the transactions executed by the Client.
- g. Purchases of Securities
- i. For execution of any purchase transaction, the Client would be required to have sufficient buying Power in his account with the Member, which shall be blocked at the time of processing purchase order.
 - ii. In case of a shortfall on account of variation in price at the time of order entry and the trade execution, the same shall be debited and recovered from the Client before the securities are transferred to his DP account.
 - iii. In case the Client wants to avail trading facility an exposure limit as may be specified by the Member from time to time as a multiple of buying power available

to the credit of the client from time to time shall be provided during the same trading day. In case the delivery is opted by the Client, the same shall be given, provided the Client has sufficient margins in the prescribed form with the Member or the balance funds on account of the transaction are transferred to the Member's account. In the absence of adequate funds/credit all open positions may at the sole discretion of Member be squared off and gains and losses on account of such exercise shall be to the account of the Client.

- iv. In case the Client wants to avail trading facility under Normal Trading Services, an exposure limit as may be specified by the Member from time to time as a multiple of buying power available to the credit of the Client from time to time shall be provided during the same trading day. Buy and sell positions shall be carried forward till closure of the branch business hours on T + 1, before which the Client will have to provide funds/securities, thereby taking or making the delivery or square off the positions. If the funds/securities are not made available before the stipulated time, the buy position may at the sole discretion of Member be squared off. Any shortfall in securities will be handled as per the Exchange/Member norms. Gains or losses on account of square off/ auction, auction charges, fees, penalties, etc., shall be to the account of the Client
- v. In case of purchase, the shares shall be delivered by the Member to the Client within 24 hours of receipt of the same from the Exchange concerned subject to good delivery from the Exchange concerned and further, subject to the full payment being received from the Client.
- h. Sale of Securities
 - (i) This Clause shall be applicable only for Cash Segment
 - (ii) In case a sale order is placed through the system, the securities proposed to be sold shall be blocked in the DP account/s of the Client and shall be transferred to the specified Pool / Beneficiary account of the Member at the end of the trading day.
Client will be allowed to associate / map DP accounts of the Client and shall execute a Power of Attorney in favour of the Member or DP to facilitate DP account operations. The delivery shall be accepted only and exclusively from these DP accounts of the Client. Provided however the Member has the right to prescribe the number of DP accounts which the Client will be allowed to associate/map
 - (iii) The Member may, at its sole discretion, withdraw short selling of Securities.
 - (iv) All debits/charges, including but not restricted to auction charges incurred by the Member due to short deliveries made by the Client shall be fully recoverable by the Member from the Client.
 - (v) If the securities are not received on or before settlement date or securities received are not in deliverable state or due to any other reason whatsoever, Client is not able to deliver securities, notwithstanding the remedies and actions that the Member may initiate under this Agreement, the securities will be auctioned or closed out as per the rules of the concerned Exchange. Consequently, Client will be responsible for any resulting losses and all associated costs including penalty levied by the Exchange notwithstanding the fact that the Client has executed POA in favour of the Member/ the depository Participant.
 - (vi) In case the Member is unable to recover any amount due from the Client from the bank account of the Client, then the Client agrees to pay the balance amount due without demur, on a demand being made by the Member in that respect. The Client also hereby authorizes the Member to debit his/ her demat account and sell securities of the Client to recover the amount due.

14. TAPE RECORDING OF CONVERSATION

The Client is aware that the Member may tape-record the conversations between the Client or its representative and the Member, either personally or over the telephone, cellular phone and the Client hereby specifically permits the Member to do so. The Member may rely upon such recordings as and when required to resolve disputes in connection with the trading transactions.

15. INVESTMENT ADVICE / RECOMMENDATION

- a. The Client acknowledges that the Member shall not be liable to provide him with any legal, tax or accounting advice or advice / recommendation regarding the suitability or profitability of a security or investment.
- b. The Client also acknowledges that the Member's employees are not authorized to give any such advice / recommendation and that the Client will not solicit or rely upon any such Advice / recommendation from the Member or any of its employees.
- c. The Client understands without any ambiguity that the Member does not have any product which guarantees assured return and the Client is solely responsible for any market risk in respect of transaction conducted through the Member.
- d. 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.
- e. The Client assumes full responsibility with respect to his investment decisions and transactions.
- f. The Member, its officers, director's partners, employee's agents and affiliates will have no liability with respect to any investment decisions or transactions of the Client.

16. INDEMNIFICATION

The Member does not warrant that the services will be uninterrupted or error free. The Member's Service is provided without warranties of any kind, either express or implied, including without limitation, those of uninterrupted availability or fitness for particular purpose.

The Client hereby indemnifies and agrees to keep indemnified and holds the Member harmless from and against all claims, demands, actions, proceedings, losses, damages, liabilities, charges, and/or expenses that are occasioned or may be occasioned to the Member directly or indirectly, relating to bad delivery of shares/securities and/or third party delivery, whether authorised or unauthorised and fake/ forged/stolen shares/securities/transfer documents that are introduced or that may be introduced by or through the Client during the course of registration or during its dealings/operations on the Exchange(s) and/or proof of address, identity and other supporting / documents provided by the Client at the time of Client Registration and/or subsequently.

The client agrees that the Member will not be liable for any incidental, consequential, special or indirect damages including but not limited to lost profits, trading losses, or damages that result from inconvenience, delay or loss of use of service even if, the Member has been advised of the possibility of such damages.

The client agrees to indemnify and hold the Member harmless from and against any and all claims, losses liability, costs, expenses including (but not limited to lawyer's fees) arising from the Client's violation of this Agreement, breach of any of, the Client's obligations or any third party's right arising out of the services rendered by the Member on behalf of the Client pursuant to this Agreement.

The Member shall be fully indemnified by the Client from any losses arising from execution of shares held in street name.

Clients acknowledges that he is fully aware of the risks involved in online trading activities including the risk involved due to unauthorised access or any technical difficulties. The Client also agrees to hold the Member harmless from any and all claims, and agrees that the Member shall not be liable for any loss, actual or perceived, caused directly by government restriction, exchange or market regulation, suspension of trading, war, strike, earthquakes, floods, accident, power failure, equipment failure, communication line failure (including but not limited to telephones, cellular phones, etc), system failure, security failure on the internet, hacking, unauthorized access, theft, or any problem, technological or otherwise, or other conditions beyond the control of the Member that might prevent the client from entering an order or the Member, from executing an order. Client further agrees that he will not be compensated by the Member for "lost opportunity" via notional profit on buy/sell orders which could not be executed. Further more, in a technical environment should an error

occur with respect to the tracking of an account holding or order entry, the true, actual and correct transaction or position will be restored. It is the Client's responsibility to ensure accounts correctness and accuracy and to contact the Member, immediately with respect to discrepancies.

The Client agrees to fully indemnify the Member for any losses arising from execution of incorrect/ambiguous/fraudulent instruction provided by the Client and/or his authorised representative or in the name of the Client.

The Client hereby further agrees to indemnify and keep indemnified and hold the Member harmless from any claims, demands, actions, proceedings, losses, damages, liabilities, charges, and / or expenses arising from transactions in securities held jointly by the Client with any other person or persons, if any

17. DECLARATION OF CLIENT

- a. The Client confirms having read and understood the terms and conditions of this Agreement and those relating to various services and products and accepts and agrees to be bound by the terms and conditions including those relating to exculpating limiting the Member's and Exchanges' liabilities
- b. The Client further confirms and declares that investments in securities carries risk and notwithstanding any recommendation made by the Member, the Client will take buy/sell decisions at his sole discretion after evaluating such risk and shall not hold the Member liable for any loss arising from such Purchases/ Sales
- c. The Client confirms and declares that he will not indulge in any irregular activities not limited to synchronized trading, price ramp-up etc. resulting in violation of rules, regulations of the exchange and any such activity indulged into by the Client, the member shall be entitled to terminate the relationship and the agreement.

18. TERMS AND CONDITIONS FOR INVESTMENT PRODUCTS

- a. These terms and conditions are for online services provided by HSBC InvestDirect Securities (India) Limited (hereinafter referred to as "HISL" or "Member") and shall include but not limited to transactions for the purchase or sale of securities or an order for the purchase or sale of or an application for any offer or public issue of shares, scrips, stocks, bonds, debentures, units of any Mutual Fund or any other security or financial instrument, derivative, Small Saving Schemes, Bonds, Fixed Deposits, Public Provident Fund, Insurance policies (both life and non-life), Government Bonds, Exchange Traded Funds or such other products or services that the Member may in its absolute discretion introduce or offer from time to time (hereinafter referred to as "Investment Products")
- b. This facility is offered to the Clients of the Member. Notwithstanding the above, the Member reserves the right to refuse this facility to any Client or group of Clients at its sole discretion and without assigning any reason.
- c. The Member shall decide upon the list of Investment Products, which shall be eligible for this facility. This list would be subject to change at the sole discretion of the Member from time to time. The Member may also at its sole discretion decide to withdraw a particular Investment Product from the list without notice to the Clients and without assigning any reasons whatsoever
- d. The Member through its web-site – www.hsbcinvestdirect.co.in or any other means intends to offer various services ("the Services") to the Client. The Client may avail any or all such services that are introduced on – www.hsbcinvestdirect.co.in or any other application as may be offered (referred as "the Website")
- e. The Client has satisfied itself of the capacity of Member to offer the Services relating to investment by Client in Investment Products and the Client shall continue to satisfy itself of such capacity of Member before availing any services.
- f. The Member may from time to time impose and vary limits on the orders which the Client can place through the System (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed,

the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that the Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Member's risk perception and other factors considered relevant by the Member, and the Member may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that the Member shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the System on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the Trading Member may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities through the Member.

- g. The transactions shall be executed in accordance with the applicable laws, byelaws, rules and regulations governing the specific Investment Product. Member may, from time to time, impose and vary limits on the orders which the Client may place including exposure limits, turnover limits, limits as to numbers, etc. The Client agrees that the Member shall not be responsible for any variation or reduction that may be deemed necessary by Member based on risk perception and other relevant factors reason for which may not be disclosed to Client.
- h. Terms and conditions governing the purchase, sale or any other transaction in each of these Investment Products shall be displayed on the Website as and when they are introduced. Member shall be entitled to modify/alter the said Terms and Conditions after communicating the same to the client as per clause 42 and such a change shall be displayed on www.hsbcinvestdirect.co.in. The use of services shall be deemed to be an acceptance by the Client of Terms and Conditions including any modifications/alteration thereto.
- i. The Services shall be offered to the clients through the web-site-www.hsbcinvestdirect.co.in or any other application or mode.
- j. The Client shall furnish a duly filled on-line application form to Member indicating their intention to avail of the Services being offered. In addition, the Client shall execute a Power of Attorney in the format prescribed by the Member authorizing Member to act on behalf of the Client. Member may require production of original documents for verification of genuineness of the Client and Client shall produce any other documents as and when demanded within the purview of the law.
- k. The Client shall make an advance payment or ensure that adequate amount is lying to his credit in the Client's Ledger account with the Member as may be required towards availing the Services being availed from time to time using the Website – www.hsbcinvestdirect.co.in or any other mode. If for any reason the service request is processed by Member without receiving advance payment or adequate funds in the Client's Ledger account, the Client is obliged to pay the shortfall together with interest at 2% per month to the Member immediately on demand. Provided that Member may, at its discretion, at any time during the subsistence of the arrangements described in this Agreement, dispense with the requirement of advance payment mentioned in this clause, unless such advance is required as part of the service process, in which case Member shall not proceed with rendering service on behalf of the client until such advance has been duly paid by the client.
- l. It is explicitly stated herein that the Investment Products offered online, have not been recommended by Member, nor have been sponsored by Member, or its affiliates

19. TRANSACTION PROCESSING

- (i) The Client agrees that all transactions requested / initiated through the Website or otherwise will be forwarded to the concerned party in whose Investment Product, the Client is dealing with, in accordance with the terms and conditions as displayed on the Website and terms and conditions of the respective Investment Product as provided by the party issuing such Investment Product.
- (ii) Member will update the Client with the status of transactions requests received by Member through the electronic medium. Member may also send such information / confirmation by electronic mail or through any other mode as specified in the terms and conditions mentioned on the Website, at the address mentioned in this Agreement, or

any other address as may be specified expressly by the Client from time to time, to Member

- (iii) The Client agrees that if, due to any reason whatsoever his transaction request is not accepted / processed, then in such an event the said transaction shall stand rejected and Member shall not be held responsible in any manner whatsoever. The Client agrees further that in case the party issuing the Investment Product or their authorized representatives do not accept / process the said transaction, then in such case the order shall remain declined and shall not be re-processed, in any event
- (iv) Member may, at their sole discretion, reject any transaction/application/order/ bid placed on the Website or any other mode due to any reason including non-availability of funds.
- (v) The Client agrees further that Member shall have the right to reject any transaction placed by the Client, for any reason and at any time without notice to the Client. Provided that a transaction placed by the Client may be rejected by Member, in the event of impossibility, or pursuant to any of the terms mentioned in this Agreement, the circulars, rules, regulations, notifications, bye-laws or legislation of any regulatory authority, or pursuant to any terms/arrangement between the Client and Member or the Client and the Depository Participant, whether such arrangement is entered into prior to or during the subsistence of this Agreement.
- (vi) The Client agrees, that, if the transaction is not accepted on the Website or any other mode, for any reason, Member shall have the right to treat the transaction as having lapsed. The Client agrees that Member shall not be liable or responsible for non-acceptance of the transaction of the Client due to any link/system failure at the end of the Client, Stock Broker, Exchange, or any other party.
- (vii) The Client agrees, that in the event that there is a shortfall in the account opened pursuant to this Agreement with the bank or the depository participant, Member may, at their discretion, reject the Client's transaction, or reduce the transaction size than that initiated by the Client, or carry out the transaction after the money is credited to the Client's account
- (viii) Member shall have the right to collect any monies or part thereof, that may become payable by the Client at any time during the subsistence of the registration of the Client with Member
- (ix) Member, may at its sole discretion permit the Client to use the Website for the routing of transaction irrespective of the amount in balance in the account of the Client.
- (x) The Client agrees to abide with and be bound by all the rules and terms and conditions that Member may issue from time to time through its Website for the online clients and communicated through an appropriate mode to the offline clients, and all the rules, regulations and bye-laws of the Exchange, Securities and Exchange Board of India, any other regulatory body, or any other concerned person as are in force.
- (xi) The Client hereby agrees to indemnify and keep indemnified and hold the Member harmless from any claim or losses claims, demands, actions, proceedings, losses, damages, liabilities, charges, and / or expenses and / or loss of profit incurred in the Investment Products, including but not related to arising from negligence of -the entity or its agent whose Investment Products are being availed by the Client, systems / software / website failure and / or inability in electronic connectivity resulting rejection of application of the Client for any reason whatsoever

20. OTHER INVESTMENT PRODUCTS

- a. The Client agrees that he shall adhere to the terms and conditions attached to this Agreement for various Investment Products, facilities and services that he may choose to avail
- b. The Member agrees that it shall keep all Investment products belonging to the Client in separate accounts & shall transact in the same based only on the directions of the Client or his power of attorney holder or as authorized by this Agreement or as required by rules, regulation or law of any authority regulating, the Investment Products for the time being in force.

- c. The Member shall credit the proceeds of the sale/redemption etc. of any of the Investment Products only after the Member has received the same unless specifically agreed otherwise. The proceeds of all sales will be credited to the Clients account directly on the designated date.
- d. All Investment Products now or hereafter held, carried or maintained by the Member, in their possession or control, for any purpose, in or for the benefit of any of Clients accounts, now or hereafter opened, including any account in which Client may have an interest, shall be subject to a lien in favour of the Member, for the discharge of all indebtedness and Client's other obligations to the Member, and are held by the Member, as security for the payment of any liability or indebtedness of the Client to the Member, in any of said accounts. Client authorizes the Member, that it shall have the right to transfer the Investment Products and other property so held from or to any other of Client's accounts with the Member, whenever, in the judgment of the Member, it is considered that such transfer is necessary for the protection of the Member's interest. In enforcing the Member's, lien, the Member shall have the right and discretion to determine which Investment Products and properties are to be sold and which contracts or positions are to be closed. In the event of a breach or default by Client under this Agreement, the Member shall have all rights and remedies available to a secured creditor under all applicable law in addition to the rights and remedies provided herein.
- e. The Client understands that the terms and conditions governing a specific investment product or service will be binding on the Client only if such product or service is made available to the Client and Client trades in that investment product or avails of that particular service.

21. LATE AND CORRECTED REPORTS

- (i) Furthermore, the Member, from time to time, receives late reports from exchanges reporting the status of transactions. Accordingly, the Client shall be subject to late reports related to orders that were previously unreported to him or reported to him as being expired, canceled, or executed.
- (ii) In addition, any reporting or posting errors, including errors in execution prices, will be corrected to reflect what actually occurred in the marketplace.

22. TRADING HOURS

The Client shall trade during trading hours. However, clients may make order entry off market hours, which shall be pushed in to the System at the start of the next trading session subject to risk and other validation, whenever the Member offers such facility. The Member reserves the sole right to offer and withdraw this facility at its discretion and the same shall be duly communicated to the client in accordance with clause 42.

23. RESTRICTIONS ON TRADING

The Client understands and agrees that the Member may at any time, at its sole discretion with notice in accordance with clause 42, prohibit or restrict his ability to trade Securities, or to substitute Securities.

24. THE MEMBER AS AGENT

The Client understands and agrees that the Member is acting as an agent of the Client, unless the Member notifies the Client, electronically or in writing, before the settlement date for the transaction that the Member is acting as a dealer for its own account or as agent for some other person.

25. RECEIVING SECURITIES

Without abrogating any of the Member's rights under any other portion of this Agreement and subject to any indebtedness of the Client to the Member, the Client is entitled, upon appropriate demand and upon paying any applicable fees, to receive physical or electronic delivery of fully paid Securities in his Account. Provided however the same is subject to the right of the Member to cover up for any fluctuation in the value of the said Securities.

26. CONFIDENTIALITY:

HISL - _____
(Authorised signatory sign & stamp)

The Member hereby undertakes to maintain, the details of the Client as mentioned in the Client registration form or any other information pertaining to the Client, in confidence and that he shall not disclose the same to any person /entity except as required under the law. Provided however, that the Member shall be allowed to share the details of the Client as mentioned in the Client registration form or any other information pertaining to the Client with parties/entities other than required under law with the express permission of the Client.

The Client hereby agrees and consents for the disclosure by the Member to any person or entity including but not limited to any independent third parties or any entities of the Member Group, whether within or outside India, of any information and data relating to Client or relating to Client's trading account with Member for the purposes of or in connection with, any present or proposed initiatives, including but not limited to any marketing or cross sell initiatives, business proposals, activities, facilities or services availed of or to be availed, by Client in future.

27. MARKET DATA

- (i) The Client understands that each participating stock exchange or association or any supplier of market data asserts a proprietary interest in all of the market data it furnishes to the parties that disseminate the data. The Client understands that neither any participating stock exchange or association nor any supplier of market data guarantees the timeliness, sequence, accuracy or completeness of market data or any other market information, or messages disseminated by any party. Neither the Member nor any disseminating party shall be liable in any way, and the Client agrees to indemnify and hold harmless the Member and such disseminating party, for:
 - (a) any inaccuracy, error, or delay in, or omission of (i) any such data, information, or message or (ii) the transmission or delivery of any such data, information, or message; or
 - (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay, or omission, (ii) nonperformance, or (iii) interruption of any such data, information, or message, due either to any negligent act or omission by the Member or any disseminating party or to any force majeure including those events mentioned in this Agreement or any other cause beyond the reasonable control of the Member or any disseminating party.
- (ii) The Client shall use quotes only for the Client's individual use and shall not furnish such data to any other person or entity.

28. USE OF INTELLECTUAL PROPERTY, COPYRIGHTS AND TRADEMARKS

The client is authorized to use materials which are made available by the Member's services or of the other third parties at www.HSBCInvestDirect.co.in or such other websites as may be instructed by Member from time to time for client's own needs only in accordance with the terms and conditions specified for such usage, and the Client is not authorized to resell access to any such materials or to make copies of any such materials of sale or use by others. Client will not delete copyright or other intellectual property rights notices from printouts of electronically accessed materials.

29. HSBC SANCTIONS POLICY

The Member and other members of the HSBC Group are required to act in accordance with the laws and regulations operating in various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. The Member, being a member of the HSBC Group, may take, and may instruct other members of the HSBC Group to take, any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws and regulations. Such action may include but is not limited to: the interception and investigation of any payment messages and other information or Client Instructions sent to or by the Client or on its behalf via the Member's systems or any other member of the HSBC Group's systems; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity. Notwithstanding any provision of this Agreement, neither the Member nor any member of the HSBC Group will be liable for loss (whether direct, consequential or loss of profit, data or interest) or damage suffered by any party arising out of:

- (a) any delay or failure by the Member or any member of the HSBC Group in performing any of its duties under this Agreement or other obligations caused in whole or in part by any steps which the Member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws and regulations; or
- (b) the exercise of any of the Member's rights under this clause.

In certain circumstances, the action which the Member may take may prevent or cause a delay in the processing of certain information. Therefore, neither the Member nor any member of the HSBC Group warrants that any information on the Member's systems relating to any payment messages and Client Instructions which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken. Subject to the overriding requirements of any applicable laws and regulations, the Member will endeavour to notify the Client of the existence of such circumstances as soon as is reasonably practicable.

30. PREVENTION OF MONEY LAUNDERING

The Prevention of Money Laundering Act (PMLA), 2002 has been made applicable to banks and intermediaries including the Member and as part of the regulatory requirements, the Member is expected to inform the concerned regulatory authorities about the transactions which are suspicious and provide them all the details as may be required. Accordingly, the Member may be required to report the details of the transactions undertaken by the clients to the concerned authorities if they are suspicious according to the Member's understanding.

31. TERMINATION OF AGREEMENT

The Agreement shall stand terminated by either party by giving at least one month's notice in writing. Closing and/or terminating an Account will not affect rights and obligations of either party incurred prior to the date of such termination or Account closure.

32. AMENDMENT AND SUSPENSION OF AGREEMENT & ASSIGNMENT

If the rights and obligations of the parties hereto are altered by virtue of change in rules and regulations of SEBI or Bye laws, rules and regulations of the relevant stock exchange, or change in policy by member, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this Agreement.

This Agreement represents the entire agreement between the Client and the Member, concerning the subject matter hereof. However in case of online clients, certain policies and/or procedures including terms of service may be further outlined on the Member's website, if any, and by the Client's use of the web site and services, the Client agrees to be bound by any and all such postings. Further, in case of offline clients, certain policies and/or procedures including terms of service may be further outlined by the Member by intimating such policies and/or procedures to the client.

The Client may not assign any right and obligations here under with out first obtaining the prior written consent by an authorized officer of the Member. The Member may assign right and obligation hereunder without obtaining any prior consent or intimating the same to the Client.

During such period the account of the Client is under suspension or during the period of notice of termination, the Member shall be entitled to deny any exposure to the Client.

33. FORCE MAJEURE

The Member shall not be responsible for any losses, costs or damages resulting directly or indirectly from:-

- (i) any action, omission, suspension or trading, decision or ruling of any exchange or regulatory, governmental or other body or of any other person which is beyond the Member's control (including floor broker, exchange, dealing or clearing house); or
- (ii) any 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 Trading Member's control.
- (iii) any war, strike, lock-out, natural disaster, act of terrorism, delay in post service or any other delay or inaccuracy in the transmission of orders or other information or any

breakdown, failure or malfunction which is beyond the control of the Member of any telecommunication or computer system.

- (iv) Any other conditions beyond the control of the member.
- (v) The above, Force Majuro events do not exempt the Client to fulfill the obligations in his account with the Member.

34 SEVERABILITY

If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein. The Parties shall however attempt to replace the deleted provision with the legal valid provisions that reflects the same purpose as the deleted provision to the greatest extent possible.

35 WAIVER

- (i) No waiver of any single breach or default under this Agreement shall be deemed a waiver of any other breach or default.
- (ii) No forbearance, relaxation, failure or delay by any party in exercising any right, power or privilege here under shall operate as a waiver here of nor shall any single or partial exercise of any other right power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

36 NOTICES

- (i) All notices or communications issued under this Agreement shall be, served in anyone or more or all of the following ways and such notice or communication under (i) to (xi) below shall be served at the ordinary business address and/or ordinary place of residence and or last known address of the party in any one or more of the follow ways:
 - (i) by post,
 - (ii) by registered post,
 - (iii) under certificate of posting,
 - (iv) by express delivery post,
 - (v) by telegram,
 - (vi) by affixing it on the door of the last known business or residential address,
 - (vii) by oral communication to the party or on the last known telephone number or on the recording machine of such number
 - (viii) by sending a message through trading system,
 - (ix) A notice pasted on the notice board of the Exchange in case change in address is not notified;
 - (x) by electronic mail or fax,
 - (xi) by hand delivery
- (ii) Any communication sent by the Member to the Client shall deemed to have been properly delivered or served, even if communication is returned to the Member as unclaimed / refused / undelivered, if the same is sent to the ordinary business address and/or ordinary place of residence and/or last known address of party, in anyone or more of the ways as mentioned in clause above. Notwithstanding anything stated above, communication related to orders, margin call, maintenance calls and other similar matters by the Member to the Client may be communicated orally.
- (iii) Any notice or communication served on the client under this agreement shall be valid and binding on the client and shall be deemed to be duly served, if conveyed by any of the modes mentioned in point (I) above.

- (iv) Any communication by the Client to the Member in connection with this Agreement shall be served at the branch of the Member or sent to the e-mail ID of customer service desk as mentioned below : Email: customerservice@hsbcinv.com

37 ANTI BRIBERY

The Client represents to Member that he has not and agrees that he shall not in connection with the transactions contemplated by this Agreement, or in connection with any other business transactions involving the Member, make any payment or transfer anything of value, directly or indirectly:

- (a) to any governmental official or employee (including employees of a government corporation or public international organisation) or to any political party or candidate for public office; or
- (b) to any other person or entity if such payments or transfers would violate the laws of the country in which made.

It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

38 LAW AND JURISDICTION

- (i) The provisions of this Agreement and all transactions in the Client's Account shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed by the Member or its agents, including the Member's subsidiaries and affiliates. Also, where applicable, the transactions shall be subject to the provisions of the Securities and Exchange Board of India Act, 1992 and various relevant guidelines issued by SEBI in this regard and as amended from time to time.
- (ii) The Member and client are aware of the provisions of Byelaws, Rules and Regulations of the Exchange, relating to resolution of disputes/differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions.
- (iii) The stamp duty and Registration charges, if any, payable on these presents and the duplicated shall be borne and paid by the Client.

39 DISPUTE RESOLUTION

Any claim, dispute or difference arising between the Parties hereto in respect of this Agreement or any contract, dealings or transactions pursuant hereto or any rights, obligations, terms and 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 applicable Exchange provisions. The Member and the Client are aware of the provisions of the Bye-Laws, Rules and Regulations of the Exchange (including those of the various segments of the Exchange) relating to Arbitration.

This Agreement can be altered, amended and modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided, however, if the rights and obligation of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-Laws, Rules and Regulations of the relevant Stock Exchange, such changes shall be deemed to have been incorporated herein in modifications of the rights and obligation of the parties mentioned in this Agreement.

40 PAYMENT

All payment for securities bought shall be made out by way of Cheque/ demand draft/ fund transfer in favour of "HSBC InvestDirect Securities Ltd." At the time of settlement of dues of the Client, the Member shall draw an account payee cheque / fund transfer in favour of the Client which may be payable to a specified bank account of the Client. The Client agrees to make such cheques / demand draft / fund transfer from the bank account, the details of which are provided by the client to the member in the Client Registration Form. For the purpose of this agreement the term "Dues of Client" shall include the amount of monies payable by the Client including, but not limited to, the purchase price of the Securities, Brokerage, Margin money, Service Tax, Turnover Tax, Auction Debit and Charges, Service Charge, Securities Transaction Tax and other amounts agreed to and payable by the Client to

the Member.

41 WAIVER, MODIFICATION OR AMENDMENT OF ANY NON MANDATORY CLAUSE

- (i) No provision or clause forming a part of the non mandatory clauses can be, nor be deemed to be, waived, altered, modified or amended unless agreed to or consented by the client.
- (ii) Any such waiver, alteration, modification or amendment of any of the non mandatory clauses shall be preceded by a notice of fifteen days.

42. SEVERANCE :

In case anyone or more of the provisions contained in this agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereto.

43 In the event of death or insolvency of the client or his otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, Member may close out the transaction of the client and the client or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom.

44 The instructions issued by an authorized representative of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the client.

45 SMS ALERT FACILITY

The Client agrees and permits the Member to provide intimations and communications relating and including to but not limited to outstanding debit recovery intimations, trade confirmations, margin and maintenance calls (collectively "alerts") through the SMS alert facility on the mobile phone number which belongs to the client as provided in the Account Opening Form and understands and voluntarily agrees to the following terms and conditions:-

1. The service will be provided to the Member at the discretion of the Member. The service is being made available to the client since he has provided his mobile phone number/s to the Member in the client registration form.
2. The alerts will be provided to the client only if he/she remains within the range of the service provider's service area or within the range forming part of the roaming network of the service provider.
3. The BO is responsible for promptly intimating to the Member in the prescribed manner any change in mobile number. In case of change in mobile number not intimated to the Member, the SMS alerts will continue to be sent to the last registered mobile phone number. The client agrees to indemnify the Member for any loss or damage suffered by it on account of SMS alerts sent on such mobile number.
4. The Member shall send the alerts to the mobile phone number provided by the client in the client registration form while registering for the service or to any such number replaced and informed by the client to the Member from time to time. Upon such registration / change, the Member shall make every effort to update the change in mobile number within a reasonable period of time. The Member shall not be responsible for any event of delay or loss of message in this regard.
5. The client acknowledges that the alerts will be received only if the mobile phone is in 'ON' and in a mode to receive the SMS. If the mobile phone is in 'Off' mode i.e. unable to receive the alerts then the client may not get / get after delay any alerts sent during such period.
6. The client also acknowledges that the readability, accuracy and timeliness of providing the service depends upon many factors including the infrastructure, connectivity of the service provider. The Member shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
7. The client further acknowledges that the service provided to him is an additional facility provided for his convenience and is susceptible to error, omission and/ or inaccuracy. In case the client observes any error in the information provided in the alert, the client shall

inform the Member immediately in writing and the Member will make best possible efforts to rectify the error as early as possible. The client shall not hold the Member liable for any loss, damages, etc. that may be incurred/ suffered by the BO on account of opting to avail SMS alerts facility.

8. The information sent as an alert on the mobile phone number shall be deemed to have been received by the client and the Member shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert.
 9. The Member will make best efforts to provide the service. The client cannot hold the Member liable for non-availability of the service in any manner whatsoever.
 10. If the client finds that the information such as mobile number etc., has been changed with out proper authorization, the client should immediately inform the Member in writing.
 11. The Member reserves the right to charge such fees from time to time as it deems fit for providing this service to the BO.
 12. The Member shall make reasonable efforts to ensure that the clients's personal information is kept confidential. The Member does not warranty the confidentiality or security of the SMS alerts transmitted through a service provider. Further, the Member makes no warranty or representation of any kind in relation to the system and the network or their function or their performance or for any loss or damage whenever and howsoever suffered or incurred by the client or by any person resulting from or in connection with availing of SMS alerts facility. The Member gives no warranty with respect to the quality of the service provided by the service provider. The Member will not be liable for any unauthorized use or access to the information and/ or SMS alert sent on the mobile phone number of the client or for fraudulent, duplicate or erroneous use/ misuse of such information by any third person.
 13. Liability and Indemnity
The Member shall not be liable for any breach of confidentiality by the service provider or by any third person due to unauthorized access to the information meant for the client. In consideration of the Member providing the service, the client agrees to indemnify and keep safe, harmless and indemnified the Member and its officials from any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever which a Member may at anytime incur, sustain, suffer or be put to as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the service by the client.
- 46** In the absence of adequate credit of securities in case of short selling and there are inadequate securities in the demat account of the client, all open positions may at the sole discretion of Member be squared off and gains and losses on account of such exercise shall be to the account of the Client.

Annexure A

In this Agreement, unless repugnant to the context or meaning thereof:-

- a. "Access Security Codes / ASC" mean Client's user names, Customer user identification, Client's log-in ids, passwords, phone ids, T Pin, Digital Signatures (by whatever name called) and such other ids, codes, passwords, etc including the revised or changed, that may be created by and for the Client to facilitate access and availing of the services provided by the Member.
- b. "Account Application" means the application submitted by the Client to open a Brokerage Account or Know Your Client (KYC) form.
- c. "Buying Power" means the sum of funds to the credit of the Client's account plus receivable during the day through pay out of funds from Settled Sales (hereinafter defined), minus funds needed to pay recent purchases and minus funds needed to pay for any open orders, additional margins and any un-cleared receipts/deposits.
- d. "Business Day" means any day on which any of the stock exchanges, where the Member is authorized to trade are operational.
- e. "Client Account" means an account opened by the Member in the name of the Client on its records and shall include the bank account and/or a demat account in which the cash or Securities of the Client are deposited.
- f. "Designated Bank" means any bank/s designated by the Member and for which payment gateway is provided for facilitating clients to transfer funds for their securities and other related transactions.
- g. "Designated DP" means any DP (s) designated by the Member.
- h. "Exchange Provisions" means the Rules, Bye-laws, Regulations, Business Requirement, Specifications, handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes the Minimum Requirements Handbook for ITORS prescribed by the Exchange, as amended from time to time.
- i. "Good Delivery" means the delivery successful and timely transfer of freely transferable securities (properly endorsed, registered and fully negotiable stock or depositories receipts in electronic format) from the specified Depository Participant (DP) accounts of the Clients to the designated Pool/Other DP account of the Member for settlement of sale transactions undertaken by the Client.
- j. "ITORS means Internet based Trading through Order Routing System, being a system approved by the Exchange for enabling Clients to route their orders to their Member over the internet.
- k. "Member-Client Agreement" means the Member Client Agreement / Tripartite agreement executed with the Member/sub-broker for trading services for NSE and/or BSE.
- l. "Password" means the alphanumeric code used by the Client to validate the username and access the Service (as defined hereinafter).
- m. "SEBI" means the Securities & Exchange Board of India.
- n. "Settled Sales" means completed sales transactions pursuant to delivery.
- o. "Securities and/or Other Property" means, but is not limited to, cash, stock, bonds, mutual funds, money funds, fixed deposits, financial instruments and related contracts, whether for present or future delivery. This definition includes Securities or other property currently and hereinafter held, carried or maintained by the Member or any affiliates, in the Member's possession or control, or in the possession or control of any such affiliate, for any purpose, in and for any of the Client's Account(s) now or hereinafter opened, including any Account in which the Client may have an interest.
- p. "Service" means the Member's brokerage service including the online trading facility (ITORS) provided by means of the Member's System and shall include such other investment

products that Member may offer from time to time.

- q. "Settlement Date" means the day on which a transaction is to be completed on the exchange concerned i.e. the day buyers are to pay for their purchases and sellers are to deliver their Securities.
- r. "Short Sale" means the sale of a security not owned by the Client.
- s. "Specified Scrips" means scrips as may be specified by the Member for the purposes of internet trading through the System as offered under this agreement and the list of such scrips may be revised from time to time by the Member without any prior intimation to the Client.
- t. "System" means the system of web pages and ITORS applications hosted by the Member through which the online Service is offered and also includes any other alternative system of accepting orders from a Client and add on systems for offering other investment products.
- u. "Trading Hours" means such period of Business Day when the exchange concerned offers trading to its Members including the Member.
- v. "Username" means the alphanumeric login Identification used by the Client for accessing his account through the Service.
- w. "Web-site" shall mean and include www.HSBCInvestDirect.Co.in and such other internet sites that the Member may launch.

In this Agreement, the headings are used for convenience and ease of reference and are not to be construed in the construction or interpretation of any provision of this Agreement.

In this Agreement, unless the context specifies otherwise, 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.

In this Agreement, unless the context specifies otherwise, reference to the Recitals, Clauses, Schedules and Exhibits shall be deemed to be a reference to the recitals, clauses, schedules and exhibits of this Agreement.

In this Agreement, unless the context specifies otherwise, reference to an individual shall include his/her personal representative.

Reference to any enactment are to be construed as referring also to any amendment or re-enactment any previous enactment which such enactment has replaced (with or without amendment) and to any regulation or order made under it.

The Client' s Signature/ Authorised Signatory:

Signed by: ⊗³⁵ _____

Title: _____

Name of the Client: _____

Witness Name: _____

Witness Signature: _____

For HSBC InvestDirect Securities(India)Limited

Authorised Signatory: _____

Title: _____

Witness Name: _____

Witness Signature: _____

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HSBC InvestDirect Securities (India) Limited
TERMS & CONDITIONS GOVERNING SMART EXPOSURE PLUS

The following terms and conditions are laid down for the operational and administrative convenience and for providing the Client certain additional online products, services and facilities and as such are additional and non-mandatory. The Client is further inform that he/she/it may strike out any of these clauses, if he/she/it does not wish to accept the same. HSBC InvestDirect Securities (India) Limited hereafter referred to as "HISL", is offering Smart Exposure Plus facility to its Clients in the equity segment and the terms and conditions governing the same are as specified below. The acceptance of the terms and conditions as mentioned herein in addition to the other terms and conditions stated on the Website and the Client Agreement are a prerequisite for availing the aforementioned facility.

Definitions

"Account" shall mean the online trading account of the Client with HISL.

"Best 5 bid/offer quantities" shall mean the feature provided by the Exchange whereby the top 5 bids (along with the cumulative bid quantities) to buy a particular security and the top 5 offers (along with the cumulative offer quantities) to sell that particular security are made available to persons.

"Client" shall mean a person who is a registered customer of HISL.

"Cover Order" shall mean an order to square off their positions under Smart Exposure Plus HISL. Under this order, it is mandatory for the customer to provide a Stop Loss order (with Trigger and Limit Price) when they place their SMART EXPOSURE PLUS.

"Exchange" shall mean the National Stock Exchange & Bombay Stock Exchange Limited, Mumbai on which HISL makes the Facility available to the Clients.

"Facility" shall mean the Smart Exposure Plus facility under which the Client places an order along with a Stop Loss Order with a Trigger Price Order within the Price Range specified by HISL Smart Exposure Plus.

"Smart Exposure Plus Position" shall mean the position created on execution of an Order under the Facility.

"Stop Loss Limit Price" shall mean the price limit specified by the Client to HISL for execution of the Smart Exposure Plus order. "Margin" shall mean the total amount that should be made available by the Client to HISL for taking a Smart Exposure Plus Position under the Facility.

"Profit Cover Order" is the Cover Order placed by the Client to square off an outstanding Smart Exposure Plus Position at a Profit.

"Securities" shall mean the equity share/stocks of the companies in respect of which HISL is offering the Facility.

"Security-specific Margins" shall mean the minimum margin to be made available by the Client for placing Order under the Facility, which shall be over and above the difference between the Order price and Limit Price for the Cover Order.

"Trigger Price" shall mean Stop Loss Trigger Price as may be specified by the Client within the Cover Order.

"Trigger Price Order" shall mean an order placed by the Client in a Security, which shall be activated only when the Traded Price of that particular Security becomes equal to, or surpasses the Trigger Price specified by the Client and execution of the Cover Order takes place upto the Limit Price.

"Traded Price" shall mean the price at which a transaction is carried out in a particular Security on the Exchange.

"Website" shall mean www.hsbcinvestdirect.com and other sites maintained by HISL from time to time to offer on-line investment and trading in various financial products to the Clients, through different media including but not limited to the Internet, IVR, V-Sats, Tele Trade, WAP, GPRS, physical outlets, kiosks.

HISL shall decide upon the list of Securities in which the Clients would be permitted to take Smart Exposure Plus Position under the Facility. This list of Securities would change periodically and would be displayed on the website of HISL and will be made available to the customer on specific request to HISL.

The Client agrees that under the Facility, both the Order and Cover having identical quantities are to be placed simultaneously. A Smart Exposure Plus Order once placed under the facility cannot be cancelled and can be modified only in respect of the price and not in respect of the quantity.

The Client agrees that under the Facility depending on the stock volatility and market situation, HISL would specify a percentage difference that has to be maintained between the Limit Price and the Trigger Price for a particular Security. This percentage could be revised by HISL from time to time and even during the trading period. A Cover Order can even be modified to a Profit Cover Order. The Client can modify the price of Smart Exposure Plus Order, only within the range specified by HISL.

The Client agrees that under the Facility, Margin at applicable rates shall be blocked at the time of order placement. In the event the actual trade execution takes place at a price different from the price at which the Margin was blocked, the required Margin would then be re-calculated and the limits would be blocked at the actual Trade Price. In case of order modification also, the required Margin shall be re-calculated and excess margin, if any, shall be released or additional margin needed, if any, will be blocked. In case the available Margin with HISL is insufficient, then the order modification request would get rejected.

The Client agrees that the Client would not be able to apply this Facility for an existing position/order as may have been taken by the Client through HISL as per the Terms & Conditions of any other product for positions taken under Smart Exposure Plus Facility.

Under the Trigger Price mechanism when the last Traded Price for the Security equals or surpasses the Trigger Price, then the Trigger Price order is automatically triggered by the Trading System and the Smart Exposure Plus Positions shall be squared off at the Exchange level, shall the order get executed. HISL will not be responsible for non execution of orders in case they are not triggered by the Exchange systems. HISL at pre-defined time band would run process for square off of all open positions to bring the End of Day positions to zero level.

The Client agrees that HISL, in the event, the entire quantity of the Cover order is not fully executed, HISL would not be liable. HISL reserves the right to modify these unexecuted cover orders into market price order so that such orders could be squared off immediately at market prices. Any loss arising out of such square off would be fully borne by the Client. In case any Smart Exposure Plus position remains open at the end of the trading hours, HISL shall treat these open positions as delivery based trades and debit or credit the customer's trading account with requisite amounts or demat account as the case may be. The Client agrees that HISL reserves the right to collect Security specific Margins from the Client for the Orders placed under the Facility.

If any amount is due from the Client to HISL pursuant to the Client availing of the Facility, the Client shall pay the amount due without demur on a demand being made by HISL. HISL shall also have the right to transfer/sell any other securities of the Client at Client's risk and costs and without intimation to the Client for recovering such dues. In case of delayed payment/delay in realization of the dues, interest, at the rates decided by HISL from time to time, shall be paid by the Client. In case of sale of Securities for recovery of the dues/losses/interest, the brokerage rates that would be charged for such sale transactions would be the rates applicable for sale transactions under the Delivery segment.

The client agrees and undertakes to provide HISL with all the documents and particulars that may be required by HISL, pursuant to the Client availing of this Facility. The Client hereby authorizes HISL Depository Services as the Depository Participant to act on the instructions given by HISL pursuant to the terms and conditions herein, Power of Attorney and Client Agreement executed by the Client in favour of with HISL.

The Client hereby agrees and undertakes not to hold HISL Depository Services (Depository Participant), HISL liable for any claim, action, grievance or dispute that the Client may suffer and shall indemnify and save harmless HISL Depository Services (Depository Participant), HISL from any claim, action, dispute or grievance that any third party may have, on account of HISL Depository (Depository Participant), HISL having acted in pursuance of the directions and/or authorization of the Client and/or HISL.

This Facility shall be offered to the Clients at the sole discretion of HISL. HISL reserves the right to refuse to offer this Facility to any Client or group of Clients and may withdraw the Facility at any time without prior notice or assigning any reason therefore.

I/We have read and accepted the above Terms and Conditions.

Signature: ³⁶ _____

Name of the Client : _____

Client code : _____

TERMS & CONDITIONS GOVERNING SELL RECEIVABLE SHARES

The following terms and conditions are laid down for the operational and administrative convenience and for providing the Client certain additional online products, services and facilities and as such are additional and non-mandatory. The Client is further informed that he/she/it may strike out any of these clauses, if he/she/it does not wish to accept the same

"Sell Receivable Shares" hereinafter referred to as "SRS", is a facility offered by HSBC InvestDirect Securities Limited (hereinafter referred to as Member) which allows the Client to sell the securities which the Client had purchased through the Member, before the same are credited to the Client's demat account.

SRS facility is offered to the Resident Indian Clients of the Member. Notwithstanding the above, the Member reserves the right to refuse this facility to any Client or group of Clients at its sole discretion and without assigning any reason.

The Member shall decide upon the list of securities, which shall be eligible for this facility. This list would be subject to change at the sole discretion of the Member from time to time. The Member may also at its sole discretion decide to withdraw a particular security from the list without notice to the Clients and without assigning any reasons whatsoever.

Under SRS facility the quantity of securities available for sale shall be only such percentage of the quantity of securities bought by the Client, as may be permitted by the Member from time to time. The Member may at its sole discretion vary the percentage, if it deems fit, without notice to the Clients and without assigning any reasons whatsoever and the Client will at all times be required to abide by such decision. The Client shall be permitted to sell the previously bought security under SRS within a maximum of 2 days from the date of purchase.

The purchase and sale transactions of the securities under the SRS facility will be on the same Exchange i.e. securities purchased from NSE, will be allowed to be sold only on the NSE, and not on the BSE and vice versa

Securities purchased by the Client which are pending to be credited to the Client's demat account can be viewed by the Client after logging in for trading under the Unsettled Positions Report. Client can place order to sell the eligible securities upto the permitted percentage under the SRS facility by checking on and using the square off button.

The Client can view the maximum number of shares, which can be sold under SRS facility under the column Allowed Selling quantity. The brokerage rates will be the same as that are applicable for delivery based trades.

Pursuant to the Client availing of this facility the securities required for meeting the Pay-in obligations arising out of the SRS trades would be retained by the Member.

The Client understands and agrees that there is market risk of receiving short deliveries from the Exchange/Member in respect of the buy transactions. In case there is a short delivery from the Exchange/Member, the SRS trade would result in shortage for which the resultant financial loss would be borne by the Client. All costs and consequences of any auction/closeout arising out of such SRS sell transactions shall be fully borne by the Client and the Member would not be held responsible for any such short delivery received by the Client and the consequential impact thereof.

In order to recover any pending dues from the Client pursuant to the Client availing of the SRS facility, the Member may transfer any funds/securities pertaining to the Client or may sell the Client's securities.

The use of this facility is entirely voluntary and the facility has to be used in accordance with the applicable rules/ regulations/ guidelines specified by the Securities and Exchange Board of India and other competent authorities from time to time. The Member disclaims all liability for any loss caused to the Client out of the purchase or sale of securities through use of this facility.

The Member reserves the right to change this terms and conditions at any time in accordance with the regulation specified.

These Terms and Conditions will be applicable for all the SRS trades executed by the Client through the Member.

I/We have read and accepted the above Terms and Conditions

Signature: ³⁷ _____ Name of the Client : _____

Client code : _____

HISL - _____
(Authorised signatory sign & stamp)

TERMS AND CONDITIONS GOVERNING PHONE TRADING FACILITY

The following terms and conditions are laid down for the operational and administrative convenience and for providing the Client certain additional products, services and facilities and as such are additional and non-mandatory. The Client is further informed that he/she/it may strike out any of these clauses, if he/she/it does not wish to accept the same

The following are the specific terms and conditions relating to the Phone Trading facility (hereinafter referred to as "Tele Trading") being offered to the Clients by the Member directly or through an Independent Service Provider, as the case may be. Usage of this facility automatically means acceptance of the Terms and Conditions mentioned below. The acceptance of the terms as mentioned below and the terms and conditions displayed on the Website and contained in the Client Agreement are a prerequisite for availing of this facility.

The client also understands that he/she/it has a right to terminate this document. However in such an event this facility shall stand automatically terminated.

Definitions.

"Tele Trading" shall mean the facility provided by the Member to the Clients directly or through an Independent Service Provider, whereby the Client can place order(s) over the phone for transactions in securities, to be executed by the Member, in those securities that are made available to the Client for trading by the Member.

"Tele Trading Executive" shall mean the Customer Service Executive for the purpose of providing the Phone Trading facility.

"Independent Service Provider" shall mean the company, which shall provide the call centre(s) facility to the Clients on these terms and conditions as may be agreed by the Member.

"Website" shall refer www.HSBCinvestDirect.co.in or to such other website as may be maintained by the Member from time to time

1. For the purpose of availing of Tele Trading, the Client will be required to call on the specific numbers intimated or notified from time to time by the Member for the said purpose by means of an email and/or by putting up such numbers on the Website or otherwise. Such numbers will be subject to changes at the Member 's sole discretion, which change shall be intimated / notified to the Client within reasonable time of such a change or posted on the Website of the Member.
2. The Client will be subject to a Customer authentication process. The Member will provide the Client with a Client Id and/or Telephone personal identification number (T-Pin Number) or other identification or security code (by whatever name called) which enables him to avail the services over the telephone or any such other manner as may be permitted by the Member for availing of the services. All terms regarding the use, reset and modification of such password shall be governed by information on the Website.
3. The Client is aware that system randomly generates the initial password encrypts and accordingly the password is provided to the Client. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that the subsequent passwords are also not known or available to the Member.
4. Client wishing to place an order through the Tele Trading Executive through T- Pin Number will first need to punch in his Client id & TPIN using a tone mode on his phone instrument. The combination of Client id & TPIN is required for the purposes of ascertaining the genuineness of the caller. On valid entry of Client id & TPIN, the Client is connected to a Tele Trading Executive. In the event the Tele Trading Executive is busy attending other Client calls, the Client will be placed on hold.

In the event the Client is unable to provide the correct Client id & TPIN, the call will get transferred to customer service where based on accurate answers to the questions asked by representative, the Clients id and a new TPIN will be sent to him via post in a sealed envelope.

However that nothing prevents the Member from accepting instructions from the Client over phone without usage of T-pin number and such acceptance of instruction by the Member shall be binding on the Client.

5. The Client hereby authorizes the Member to use the user-id made available by him for the purpose of executing the orders placed by the Client over the phone and agrees to hold the Member harmless for any such usage. All orders placed by the Member on behalf of the Client using the Client's user id shall be deemed to have been placed by the Client himself.
6. The orders placed by the Client with the Tele Trading Executive for execution shall be orders for execution on the National Stock Exchange (NSE) & Bombay Stock Exchange (BSE) in the Cash, Futures & Options or such other stock exchanges and segments notified from time to time by the Member, for this purpose.
7. The Client shall place the orders during market hours with the Tele Trading Executive for execution on the same trading day. All orders placed by the Client after market hours shall be entered for execution by the Member on the next trading day of the National Stock Exchange (NSE) & Bombay Stock Exchange (BSE) or such other stock exchanges notified from time to time by the Member, for this purpose. This is subject to the Member offering this facility to the client. the Member reserves the right to offer/withdraw the after market hours facility whenever it deems fit.
8. The Client shall be responsible for keeping the Client id and / or TPIN confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Tele Trading Executive using the Client's Client id and/or TPIN whether or not such person was authorized to do so.
9. Without prejudice to the presents in the aforesaid clauses, the Client shall immediately inform the Member of any unauthorized use or suspicion of such unauthorized use of Client id and/or T-pin with full details of such unauthorized use including the date of such unauthorized use, the manner in which it was unauthorized used, the transactions affected pursuant to such unauthorized use, etc.
10. Neither the Member nor the Tele Trading Executive shall accept any liability that may arise as a consequence of the incomplete /incorrect data or information provided to the Tele Trading Executive over the phone and/or any error in the execution of an order due to such incomplete/incorrect data. Further neither the Member nor the Tele Trading Executive shall be liable for any loss that may be incurred by the Client due to a third party placing orders through Phone Trading after getting hold of the Client's Client id and/or TPIN details.
11. The Client agrees to abide and pay the required service charges towards TELE TRADING as specified by the Member on the Website or by means of any other electronic communication or by mail to the Client. the Member also reserves the right to change the applicable charges for Tele Trading at its discretion and the Client is bound to abide by it once it has been communicated to the Client either by sending a communication or hosted on the Website of the Member. The said charges for Tele Trading would be payable irrespective of whether an order placed over the phone or the order placed, if any, was executed.
12. Once the orders are placed by the Client over phone and are sent by the Member to the Exchange for execution, the Client may check the status of such orders, online on the Website, in the same manner as in the case of online share transactions placed by the Client through the Website.
13. The Client hereby agrees to hold the Member and the Tele Trading Executive harmless against all actions, claims and liabilities that may be incurred by them due to any action initiated or threatened that may be initiated against them due to the performance of any of their obligations herein and agrees that the Member and the Tele Trading Executive shall not be liable for any loss suffered by the Client on account of non execution of the order placed over the phone due to any reason whatsoever.
14. The Client understands, agrees and authorizes the Member at its discretion and without further prior notice to the Client, to monitor and record any or all telephone conversations between the Client on one hand and the Tele Trading Executive on the other so as to ensure the maintenance of an audit trail of the transactions placed through this facility.
15. The Client also agrees that such recording by the Member of any orders, instructions and communications given or made by the Client or the Member by electronic mail, fax, or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same.

16. The Client hereby agrees to abide by the Trading, Risk Management and Settlement Rules as defined by the Member which could be changed from time to time as defined by the rules, bye-laws and regulations of the Exchanges.
17. The Client hereby agrees that the Member or the Exchange shall not be liable for the non execution of any order caused due to any suspension, interruption, non availability or malfunctioning of the trading services, software applications or hardware equipment or the Exchange system or service for any reason whatsoever.
18. The Client understands, agrees and authorizes the Member at their discretion and without further prior notice to the Client, to monitor and record any or all telephone conversations between the Client on the one hand and the Member and any of the Member's employees or agents on the other hand and to monitor the Client's electronic communications conducted with the Member so as to enable them to maintain an audit trail of all the transactions executed by the Client.

I/We have read and accepted the above Terms and Conditions.

Signature: ³⁸ _____

Name of the Client : _____

Client code : _____

HISL - _____
(Authorised signatory sign & stamp)

Power of Attorney for On-line Trading Clients for Investment Product offering

TO ALL TO WHOM THESE PRESENTS SHALL COME I/We, (whose names and other particulars are stated in Schedule hereto which shall form part of these presents) **SEND GREETINGS:**

WHEREAS:

(A) I/We, as the Client of HSBC InvestDirect Securities (India) Limited (the "Member") being a trading member of NSE and BSE desire to invest and/or trade in shares, bonds, debentures, Units of Mutual Fund and other securities whether listed or unlisted, including application for any offer or public issue of shares, scrips, stocks bonds, debentures, or units of any Mutual Fund or such other security or financial instrument, derivative, Bonds, Fixed Deposits, Insurance policies (both life and non-life), Government Bonds, Exchange Traded Funds or such other products or services that the Member may in its absolute discretion introduce or offer from time to time (hereinafter referred to as the "Securities" and or "Investment Products") through the on-line and / or off-line trading and / or Investment facilities offered by the Member as trading member of BSE/NSE. Accordingly as the trading Client, I/We have entered into/propose to enter into Member-Client-Agreement (hereinafter referred to as the said "Member-Client Agreement" as amended and in force from time to time) with the Member in this regard;

(B) I / We, individual / joint / Corporate account holders hold Demat Account Client ID No. _____ (the designated "Demat Account") with _____ in its capacity as Depository Participant under DP-ID NO. _____ (DP-ID).

(C) Pursuant to the terms of the said Member-Client Agreement, I/We have designated/ are designating the said Demat Account for the purpose of the said Member-Client Agreement;

(D) As consideration for the above mentioned facilities as well as a prerequisite for fulfilling all the various pre-conditions, requirements and obligations as the Client

of the Member as well as for facilitating the Member to exercise its powers available in law and to facilitate proper execution and completion of all trade transactions / investments in Securities by the Member on my/our behalf including my / our investments in public issues, rights issues, Mutual Fund units, Investment Product etc., I /We, individual / joint account holders, am/are desirous of appointing the Member as my/our attorney and confer upon the Member the powers hereinafter stated

NOW THEREFORE THESE PRESENTS WITNESS THAT I/We, as individual/ joint account holders, for myself / ourselves, individual / joint account holders and as the Clients of the Member do hereby, nominate, constitute and appoint HSBC InvestDirect Securities (India) Limited (The Member) a public company incorporated under the Companies Act, 1956 and having its registered office at Dhana Singh Processor Premises, J B Nagar, Andheri - Kurla Road, Andheri (East), Mumbai – 400 059

(the "said Attorney") acting through any of its officers or employees or any duly authorized agents, sub-agents or delegates to be my/our true and lawful constituted attorney and authorize the said Attorney in my /our name(s) and on my/our behalf from time to time, to do and exercise or cause to be done and exercise all or any of the acts, powers and authorities, deeds or things mentioned hereunder, that is to say:

1. To apply for, subscribe to or enter into correspondence with respect to any Initial Public Offers / Rights Offer / Offers for Sale of Securities of the companies or any other "Investment Products" offered through the website www.hsbcinvestdirect.co.in (the said website owned by HSBC InvestDirect Securities (India) Ltd. by whatever name called) or by any other means as per the instructions made available to them by me/us by electronic mail or through any other mode as specified on the website or otherwise
2. To sign all applications or any other

HISL - _____
(Authorised signatory sign & stamp)

documents relating to such Initial Public Offer/Offer for Sale or any other "Investment Products"

3. To sign any application, enter into any agreement to complete any transaction requested through the said Web-site or otherwise
4. To use the demat account No. _____ with _____ for the purpose to filling up the said applications, whenever and wherever required
5. To provide copy of the PAN number provided & certified by me/us to the Issues / Regulations
6. To provide nominations in favour of _____ (Relation) _____, in respect of investments made in my / our behalf on receipt of necessary instruction in this regard.
7. To make payment to any party on my/our behalf to fulfill the transaction requested by me/us.
8. To enter into correspondence with any party with respect to any transaction in any Investment Products.
9. To forward all such applications placed through the website to online-IPO module of the concerned Exchange or owners / issuers of "Investment Products"
10. To receive intimation from the Exchange and any other party regarding the allocation/allotment/rejection/regret of the securities or such other "Investment Product" applications / subscriptions / withdrawal or any other communications
11. To deposit / transfer on allotment, the securities, debentures, units of mutual funds and/or all other Investment Products applied through the Member, on allotment, to my/our Beneficiary Ownership Demat Account opened for the purpose with the _____ - DP
12. To do all other acts and things as may be necessary to effect the subscription / purchase / redemption or any other transaction in any Investment Product for which services availed from the Member
13. To debit my / our Trading account towards monies/fees/charges etc. payable to the Member or to a Third Party service provider or to any of the affiliates / subsidiaries of the Member by virtue of I/We using /

subscribing to any of the facilities / services provided either by the Member or through a Third Party service provider or by any other security or financial instrument on behalf of me/us through the Member or any third party

14. To bind ourselves with respect to any instruction given by first holder or any other holder to the Member
15. To retain all originals of the documents executed by me/us or executed by you for and on my behalf
16. My / our attorney / the Member shall not be liable for any loss that may result from failure/inability in electronic connectivity of rejection of my/our application for any reason whatsoever
17. To sign, deliver, endorse, and/or acknowledge all instructions, forms, transfer deeds, forms and instruments, drafts, slips, receipts and other instruments and writings which are required or considered necessary or advisable for performing all or any of the powers or authorities hereby conferred be me/us on the said Attorney.
18. And I/We hereby also authorize the Attorney, from time to time and without requiring any further instructions, concurrence or consent from me /us, individual / joint account holders (these presents shall constitute my/ our standing instructions and consent);
 - (a) to appoint any sub-agent(s) and /or delegate all or any of the powers granted under this power of attorney to one or more persons or entities of the Attorney's choice on such terms and conditions as the Attorney may think fit,
 - (b) to remove, replace, substitute such sub-agents and withdraw all or any of such delegated powers as the Attorney may decide; and
19. AND I /We, individual / joint account holders do hereby for myself / ourselves agree and confirm that the aforesaid powers shall be exercised by the Attorney acting through any of its officers or employees or any duly authorized agents, sub-agents, or delegates.
20. We specifically agree that in case of death,

disability, insolvency, winding up or liquidation of any one or more of us or of the joint account holder/s, the surviving joint holders and heirs, nominees, executors, administrators, successors and legal representatives of the account holder who has died, disabled, dissolved, been adjudged insolvent, wound up or liquidated shall forthwith inform the Attorney of the same in writing. In such an event, the Power of Attorney and the instructions contained herein shall be revoked forthwith and remaining joint holders along with heirs, nominees, executors, administrators, successors and legal representatives of such joint account holder/s shall forthwith execute a fresh power of attorney and other relevant documents.

21. I/We, hereby ratify and confirm and agree to ratify and confirm all that the said Attorney or any of its officers, employees, agents, sub-agents shall do or cause to be

done in or concerning the premises by virtue of these presents.

22. This POA has been given in consideration of the Member making available to me/us facility to invest in securities / Investment Products through the online platform offered by the Member as trading member of BSE/NSE in terms of the said Member-Client Agreement and other Agreements executed by me for availing the services from the Member and accordingly this POA shall in all events be treated as agency coupled with interest be irrevocable till the said Agreement is in force and/or till all the relevant Securities and/or all amounts together with interest, charges and expenses and all other monies due and payable in respect of the Agreement and/or the transactions completed by the Member on my/our behalf have been duly received, paid or settled by me/us.

IN WITNESS THEREOF I / We, individual / joint account holders hereunto have set and subscribe my/our respective hand(s) hereto at _____ on this _____ day of _____ 2010.

NAME	SIGNATURE	
1.	1.	X ⁴¹
2.	2.	X
3.	3.	X

IN THE PRESENCE OF witnesses

NAME	SIGNATURE	
1.	1.	X
2.	2.	

X

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(Voluntary Document)

To

HSBC InvestDirect Securities (India) Limited
Dhana Singh Processor Premises,
Dhana Singh Compound, J B Nagar,
Andheri-Kurla Road, Andheri (East),
Mumbai 400059

Dear Sirs,

Subject: Authorisation for receiving documents in electronic form

I/We understand that digital contract notes is a specialized service offered by the Member which is optional in nature and this document has been signed by me/us voluntarily without any coercion or force. I/We also understand that I/we have a right to terminate this document. However in such an event this facility shall stand automatically terminated.

I/We agree and permit the Member to provide digitally signed contract notes, trade confirmations, statements of account for funds and securities, notices and other communications and documents including but not limited to margin and maintenance calls, etc. (collectively "electronic documents") through internet (web-based) at the following email-ID which belongs to me/us

EMAIL ID : _____

- (i) I/We shall access all electronic documents in respect of the trades executed on my/our behalf on the trade date electronically. I/we understand that it is my/our responsibility to review all electronic documents. All information contained therein shall be binding on me/us, if I/we do not object, either in writing or via electronic mail within 24 hours after any such documents are delivered to me/us.
- (ii) Should I/we experience any difficulty in opening electronic documents delivered by the Member, the Member may, on receipt of intimation from the me/us in that behalf, make the required delivery by any other electronic means (e-mail, fax, electronic mail attachment, or in the form of an available download from the back-office website) or in paper based format. Failure by me/us to advise the Member of such difficulty within 24 hours after delivery shall serve as an affirmation that I/we was/were able to receive and open the electronic documents on the internet.
- (iii) I/We agree not to receive the contract notes in paper form from the Member. Provided however that in case when the Member is not able to provide Contract Note to me/us through (web based) electronic medium due to any unforeseen events, the Member would ensure that the contract note is sent to me/us in physical form as per the time schedule stipulated in the Bye-Laws, Rules and Regulations of the Exchanges
- (iv) I/We shall take all necessary steps to ensure confidentiality and secrecy of the login name and password which secure my/our email-ID. Unless I/we lodge a complaint with the Member as to my/our inability to access the system, it would be presumed that electronic documents have been properly delivered.
- (v) I/We agree that the Member fulfils its legal obligation to deliver to the Client the electronic

documents, if sent via electronic delivery and the Member has not received any report indicating bouncing back of such electronic delivery.

- (vi) I/We agree that as an alternative to the e-mail communication and/or in case of non-receipt of the electronic documents through e-mail, I/we shall utilize the facility of accessing the website hosted by the Member to access the electronic documents.
- (vii) For Offline / Online Clients - I/We agree that any change in the Email-ID specified above shall be communicated by me/us to the Member in writing.
- (viii) For Online Clients - I/We agree that any change in the Email-ID specified above shall be communicated by me/us to the Member through the secured access by way of the specific user ID and password.
- (ix) I/We request you to allocate a login and dispatch the password to me/us for accessing your website to download my electronic documents.
- (x) This communication overrides all and any other previous and prior communications, authorisation or consent provided by me to you in this regard and in case of any conflict in terms of the details provided between the present communication and any other previous and prior communications, authorisation or consent provided by me to you, the present communication under consideration shall prevail.

Yours sincerely,

Signature: ⁴³

Name : _____

Client code : _____

Date: _____

(Voluntary Document)

To

HSBC InvestDirect Securities (India) Limited

Dhana Singh Processor Premises,
J. B. Nagar, Andheri – Kurla Road,
Andheri (East), Mumbai 400059

Dear Sirs,

Subject: Letter of Authority

1. Electronic Payout Request Yes No

I/we understand that the Electronic Payout is a specialized service offered by the Member which is optional in nature and this document has been signed by me/us voluntarily without any coercion or force. I/we also understand that I/we have a right to terminate this document. However in such an event this facility shall be liable to be terminated.

I/we furnish below the details of my/our account held with _____
(name of bank) to enable transfer of funds payable to me/us against sale of securities.

Bank : _____

Branch : _____

Account No. _____

Type of account : Savings / Current / NRI Others (Specify) _____

Account in the name of : _____

Name of Joint Account holder(s), if any : _____

IFSC Code : _____

(Submit cancelled copy of cheque reflecting client name, account number and IFSC code OR Letter from Bank indicating client name, account number and IFSC code)

I/we hereby declare that the particulars mentioned above are correct and complete and I/we request HSBC InvestDirect Securities (India) Limited ("the Member") to transfer funds against payments due to me/us into the above mentioned Bank Account until further information from me/us. I/we agree that the above facility is being provided to me/us at the instance of the Member and it can be discontinued/ withdrawn by the Member at it's discretion at any point of time.

The above instructions are subject to the following:

1. The transfer of funds to my bank account will continue to be governed by the terms and conditions as per the Bi-partite/ Tripartite Agreement entered with HSBC InvestDirect Securities (India) Limited; or entered with IL&FS Investsmart Securities Limited (now known as HSBC InvestDirect Securities (India) Limited) and converted later by virtue of "novation" agreement.
2. I/we shall review upon first receipt, all transfers of funds made into the aforesaid bank account. In case funds payment is not received in my/our account on the due date then I/we will lodge a formal written complaint with the Member within two days. In all other

cases, it may be assumed that the funds have been received by me/us. In all cases, the Member will reserve the right to determine the validity of any complaint regarding transfer of funds to the said bank account.

3. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information or problem with banking system, I/we would not hold the Member responsible.

I / We understand that the electronic payout shall be provided at the Member's discretion and shall depend upon my/ our bank providing such electronic facility. The Member will make best efforts to provide the service and I/ We would not hold the Member liable for non-availability of the service in any manner whatsoever.

2. Authorisation for Maintenance of Running Account Yes No

I/we understand that maintenance of running account is a specialized service offered by the Member which is optional in nature and this document has been signed by me/us voluntarily without any coercion or force.

For the purpose of my / our comfort and operational convenience, I / we authorize the Member to maintain a running account instead of settlement-to-settlement payout of funds or delivery of securities to me / us. All funds and securities kept to my / our credit by the Member, may be treated as upfront margins and / or security deposit, at the discretion of the Member, for allowing exposure to me / us. Under this arrangement made at my / our specific request, I / we shall not claim any interest on the funds and securities kept in running account with the Member.

I / We hereby authorize the Member to keep the payout / margin money deposited by me / us with the Member in my / our account for meeting all my / our future obligations and for providing limits for trading purpose on the basis of this deposit. These funds can be released to me / us as and when requested by me / us in writing or otherwise, subject to availability of free and unutilized balance after taking into consideration all open positions and dues relating to my / our delivery positions.

I / We also authorize the Member to keep my / our securities received in the payout in your pool or beneficiary account with a DP as security margin for availing limit for trading purpose and further authorize the Member to utilize the same to meet my / our existing and future pay-in obligations with you. I / We, further authorise the Member to charge the cost of holding securities to my/our account with the Member including the charges for effecting payin on my/our behalf.

I / We agree and authorise the Member to settle the funds and securities atleast once in a calendar quarter / month as specified by me below. However, in case of outstanding obligations in the F&O segment on the settlement date, the Member shall retain requisite securities / funds towards such outstanding obligations and may also retain the funds expected to be required to meet margin obligations for next five trading days or as notified by regulatory authority from time to time.

I / We agree to provide the authorisation to maintain a running account on a yearly basis.

My preference for settlement of funds and securities is:-

Quarterly Monthly

I / We understand that the said authorisation to maintain a running account may be revoked at any time and the Member shall act upon such revocation request upon receipt of the original revocation request at the registered office of the Member.

I / We agree to bring any dispute arising from the statement of account or settlement so made

to the notice of the Member preferably within 7 days from the date of receipt of funds / securities or statement as the case may be.

3. **Deposit of Securities/Funds towards Margin** Yes No

I/we request and authorize you to consider the securities transferred by me/us or retained by you in any of your own DP account maintained for the purpose of margin or in my/our DP account No. _____ with _____ (Name of DP) with the **Power of Attorney executed in favour of DP**, at your discretion, as margin deposit for my/our operations in the secondary market. In respect of the above margins, I/we also undertake and agree to the following :

- a. That the above margins are subject to a first and paramount lien for any sum due to you by me / us for the due fulfillment of my/our engagements, obligations and liabilities arising out of or relating or incidental to any bargains, dealings, transactions and contracts made through or with you. I/we further agree that I/we shall create a lien on the shares and securities lying in my/our DP account towards any sum due to you.
- b. That the margin paid above shall not be available for adjustment against any amount due from me/us against my/our running trading account with you for secondary market obligations.
- c. That the margins will be released back to me/us only after and/or clearance of all debits/obligations in the said account
- d. That no interest will be paid by you to me/us against the margin deposits. However, in case of securities transferred by me / us to your DP A/c given as margin, all benefits declared by the respective Companies, during the time that the securities are held by you towards margin deposit, shall accrue to me/us
- e. That you have clear and undisputed right to dispose off the margin securities and adjust the proceeds or the cash margin provided towards overdue balances in my/our account, at my/our risk and cost, without any need for clearance or reference to me/us whatsoever
- f. That I/we, may be required to pay additional margins, by way of transfer of funds to you, like volatility, special margins, etc. levied by the member or the Stock Exchanges from time to time.

Yours sincerely,

Signature: ⁴⁶ _____

Name : _____

Client code : _____

Date : _____

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Voluntary Document

To,
(Name and address of DP)

Dear Sir,

Subject : Authority to provide information to HSBC InvestDirect Securities (India) Limited

This has reference to the DP account bearing Client ID No. _____ opened with you. In the regard, we wish to inform you that we have availed broking services of HSBC InvestDirect Securities (India) Limited

In this regard, we wish to further instruct you to provide all the information pertaining to my above referred DP account including but not restricted to holding statements, transaction details, instructions in transit, etc. to HSBC InvestDirect Securities (India) Limited on periodic basis or as may be required by HSBCInvestDirect Securities (India) Limited from time to time

I/We also understand that I/we have a right to terminate this document.

Kindly acknowledge

Thanking you,

Sincerely yours,

Signature: ⁴⁷ _____

Name : _____

Client code : _____

Date : _____

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Broking Suitability Questionnaire

This risk profiling questionnaire with respect to Broking Suitability asks questions which provide some indication of the overall general attitude toward risk for a typical investor displaying your personal investment characteristics. It may not match your actual attitude toward investment risk, but it indicates the profile you fit into.

About You – Your Overall General Attitude toward Investment Risk

- 1 Which age range do you fall into?
 - a Between 21 and 45 (5 points)
 - b Between 45 and 55 (4 points)
 - c Between 56 and 65 (3 points)
 - d Between 66 and 75 (2 points)
 - e Above 75 or under 21 (1 point)
- 2 Generally, investments with higher potential returns also carry higher risk. How much risk are you prepared to take with the investment you are considering now ?
 - a I understand market risk and am still willing to trade in equity and derivatives segment (8 points)
 - b I actively seek high capital growth and am willing to potential exposure to a large capital loss in pursuit of significant investment gains (6 points)
 - c I am comfortable taking moderate risks and investing/trading to achieve capital growth (4 points)
 - d I am willing to take some risks in return for some capital growth potential (2 points)
 - e I am uncomfortable with taking risks with my money and capital (-20 points)
- 3 Approximately what percentage of your assets (excluding own use property) is currently held in investment products where the value can fluctuate?
 - a Over 50% (5 points)
 - b Between > 25% and 50% (4 points)
 - c Between > 10% and 25% (3 points)
 - d Between > 0% and 10% (2 points)
 - e 0% (1 point)
- 4 Which answer best describes your level of Stock Market investment experience ?
 - a Very experienced - have been investing/trading in equity and Derivatives market for more than 5 years (10 points)
 - b Fairly experienced - have been investing/trading in equity / derivatives market for last 4-5 years (5 points)
 - c Have been trading in Equity market and have already started my derivatives trading (3 points)
 - d Have been trading in Equity market and am starting my derivatives trading with you (2 points)
 - e I am starting my stock market investments with you (1 point)

Your Overall Product Suitability

The following chart indicates the attitude toward investment risk that a typical investor is expected to have based on the overall scores determined from your responses to the questions above.

Score	Typical Attitude Toward Risk	Definition
Below 5	Stay Away from Stock Market	Indicates that you are not happy to invest in any product where your capital is at risk. Returns are likely to be based on prevailing interest rates which may or may not keep pace with inflation.
5 - 8	Equities Only	Indicates that you are happy to accept <ul style="list-style-type: none"> • A reasonable level of investment risk in return for the potential to outperform deposits over the short, medium and long term and protect your capital against inflation. • Capital values can fluctuate and may fall below your original investment. • Fluctuation is expected to be Medium, although this is not guaranteed.
9 - 12	Equity & Futures	Indicates that you are happy to accept <ul style="list-style-type: none"> • A higher level of investment risk and fluctuation in return for increased potential to outperform deposits over the short, medium and long term and hedge your portfolio. • Capital values can fluctuate and may fall substantially below your original investment.
12 - 15	Equities, Futures and Options (Purchase)	Indicates that you are happy to accept <ul style="list-style-type: none"> • A very high level of investment risk and fluctuation in return for the potential to earn very high returns and hedge your portfolio. • Capital values can fluctuate and may fall substantially below your original investment.
16 and above	Equities, Futures and Options (Purchase and Sell)	Indicates that you are happy to accept <ul style="list-style-type: none"> • A very high level of investment risk and fluctuation in return for the potential to earn very high returns and hedge your portfolio. • Capital values can fluctuate and may fall substantially below your original investment. <p>You also feel that you are comfortable with writing of Options and are open to take substantially higher risk for higher returns</p>

Your general attitude towards Investment risks suggests following product/s suitable for you _____

If you disagree with this conclusion, please indicate your product choice that you believe is more accurate

(please tick the appropriate one).

Equities Only

Equities and Futures

Equities, Futures and Options Purchase

Equities, Futures, Options (Purchase and Sell)

This questionnaire is designed to help investors identify an investment approach that could generally suit them. The results revealed are for general consideration only and in no way constitute investment advice or a recommendation from HSBC InvestDirect Securities (India) Ltd. Investors should be fully aware of the risks involved in the purchase of investment products and should comply with all prevailing laws. As a general principle, you should ensure that you have set aside appropriate liquid funds to cater for 'emergencies' before considering investing.

I/We understand that this questionnaire is merely designed to guide me/us in identifying an investment approach based on my/our risk appetite. I/We also understand that HSBC InvestDirect Securities (India) Ltd. will execute instructions given by me/us, without further reference, irrespective of the completion of this questionnaire or its outcome.

Customer Name

ASM / RM Name

Customer Signature ⁴⁸

ASM / RM signature

PAN of Customer

Date Undertaken:

CLIENT DOCUMENT CHECKLIST (For internal use only)

Type of Account: Individual (Resident) (Please tick the checkbox against the document being furnished by you)	Verification at CPC-HO
<input type="checkbox"/> Client Registration Form (Completely filled & duly signed by Client, RM/Sub broker & Branch Manager(BM))	
<input type="checkbox"/> Mandatory Agreements for NSE and BSE (Duly signed on all pages by Client)	
<input type="checkbox"/> Voluntary Clauses of the Agreements (Duly signed on all pages by Client)	
<input type="checkbox"/> Risk Disclosure Document (Signed by Client)	
<input type="checkbox"/> Policies and Procedures (Signed by Client)	
<input type="checkbox"/> Proof of PAN Card - Mandatory for all	
<input type="checkbox"/> Email ID :-	
Proof of Identity <input type="checkbox"/> PAN Card <input type="checkbox"/> Passport <input type="checkbox"/> Voter's ID <input type="checkbox"/> Driving License	
Proof of Address (Residence and Correspondence) <input type="checkbox"/> Passport <input type="checkbox"/> Driving License <input type="checkbox"/> Voter's ID <input type="checkbox"/> Ration Card <input type="checkbox"/> Rent Agreement* <input type="checkbox"/> Telephone Bill <input type="checkbox"/> Electricity Bill <input type="checkbox"/> Insurance Policy <input type="checkbox"/> Banker's Verification / Bank's statement / Bank Passbook <input type="checkbox"/> Flat Maintenance Bill <input type="checkbox"/> Certificate of address issued by employer * Provide permanent address and proof thereof. Note: In case utility bills are provided they shall not be older than 2 months.	
Proof of Bank A/c (copy clearly containing logo & name of bank and Branch, client's name, A/c Type & A/c no. in print) <input type="checkbox"/> Bank Statement <input type="checkbox"/> Cancelled Cheque leaf <input type="checkbox"/> Passbook <input type="checkbox"/> Bankers Verification	
Proof of DP (copy clearly containing logo & name of DP, DP IN, Client id & name all in print) <input type="checkbox"/> Client Master Report(CMR) <input type="checkbox"/> Holding Statement <input type="checkbox"/> Delivery Instruction Slip	
Proof of Financial details Annual Income <input type="checkbox"/> Copy of latest audited annual accounts <input type="checkbox"/> Copy of latest acknowledged ITR <input type="checkbox"/> Copy of latest form 16 <input type="checkbox"/> Copy of latest salary slip (not older than 3 months) Networth <input type="checkbox"/> Copy of latest audited annual accounts <input type="checkbox"/> Copy of bank statement for last 6 months <input type="checkbox"/> Copy of latest quarterly/monthly demat account holding statement <input type="checkbox"/> Copy of Networth certificate certified by Chartered Accountant/bank <input type="checkbox"/> Copy of latest quarterly/monthly mutual fund holding statement <input type="checkbox"/> Copy of valid Fixed Deposit Receipts	
<input type="checkbox"/> Photo (duly signed across)	
<input type="checkbox"/> Terms & Conditions governing online service offerings	
<input type="checkbox"/> POA For online clients (must be duly stamped and Notarised in original)	
<input type="checkbox"/> Authorisation for receiving documents in electronic form	
<input type="checkbox"/> Letter of Authority for Service Offerings	
<input type="checkbox"/> i) Electronic Payout request	
<input type="checkbox"/> ii) Maintenance of running account	
<input type="checkbox"/> iii) Deposit of Funds/Securities towards margin	
<input type="checkbox"/> Authority letter to DP to share information with Member	
<input type="checkbox"/> Broking Suitability Questionnaire	

For CPC Use only :

REMARKS: _____

Verified By: _____

HSBC InvestDirect

Trading Member: HSBC InvestDirect Securities (India) Limited (HISL)(Formerly known as IL&FS Investsmart Securities Limited) Regd. Office: Dhana Singh Processor Premises, J B Nagar, Andheri - Kurla Road, Andheri (E), Mumbai - 400 059. Tel: (91-22) 6789 7777, Fax: (91-22) 6789 7968, Email: customerservice@hsbcinv.com Website: www.HSBCInvestDirect.co.in SEBI Registration Nos.: NSE - INB231324238 - M. No.13242, Derivative Segment: NSE - INF231324238; BSE - INB011328433 - M. No.125, Derivative Segment BSE - INF011328433; AMFI Reg. No.: ARN-0025. Existing customers can send their grievances to grievances@hsbcinv.com Disclaimer: The above is for customer information only and does not constitute investment advice or an offer to purchase or subscribe for any investment from HISL. This document is not directed to or intended for display, downloading, printing, reproducing or for distribution to or use by any person or entity who is a citizen or resident or located in any locality, state, country or other jurisdiction where such distribution, publication, reproduction, availability or use would be contrary to law or regulation or would subject HISL or its associates or group companies to any registration or licensing requirement within such jurisdiction. If this document is inadvertently sent or has reached any individual in such country, the same may be ignored and brought to the attention of the sender. This document may not be reproduced, distributed or published for any purpose without prior written approval of HISL. Persons accessing this document are required to inform themselves about and observe any relevant restrictions.