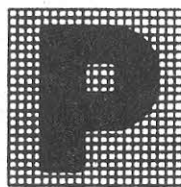


Name of Applicant \_\_\_\_\_ Code \_\_\_\_\_

Introducer \_\_\_\_\_ Code \_\_\_\_\_

**EQUITY, DERIVATIVES & CURRENCY DERIVATIVES**

**PHILLIPCAPITAL (INDIA) PVT. LTD.**



**PhillipCapital**

**Trading cum Clearing Member**

**SEBI Regn. No**

BSE INB011466530  
NSE INB231466534  
NSE INF231466534  
BSE INF011466530  
NSE INE231466534  
MCX-SX INB261466537  
MCX-SX INF261466537  
MCX-SX INE261466534

**Membership Clg. No.**

BSE: TM ID - 416 CM ID - 416  
NSE: TM ID - 14665 CM ID - M51102  
MCX-SX: TM ID - 1129 CM ID 129

NSDL DP ID - IN302164  
CDSL DP ID - 12037900  
PMS: INP000004433

No.1 18th Floor, Urmi Estate, 95, Ganpatrao Kadam Marg, Lower Paral (West) Mumbai - 400 013  
E- mail: [contact@phillipcapital.in/customeraffairs@phillipcapital.in](mailto:contact@phillipcapital.in/customeraffairs@phillipcapital.in)  
Tel. 91 -22- 2483 1919 Fax: 91-22-2494 2056  
Toll Free No: 1800 221 331

**ACCOUNT OPENING KIT**  
**INDEX FOR BOOKLET - A**

S.No	Name of the Document	Brief Significant of the Document	Page No	Sign
<b>MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI &amp; EXCHANGES</b>				
1	KRA KYC form	Documents captures basic details of the client	A-1	2
2	Checklist	Information on documents to be submitted by client for account opening	A-2	-
3	Additional KYC details	Additional details for opening a Trading account	A3-A5	1+(trading segments preferred)
4	Policies and Procedures	Document describing significant policies and procedures of the Stock Broker	A6-A9	2
5	Control Cum Tariff Sheet	Basic information of client and charges for trading with the Stock Broker	A10	1
<b>VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER</b>				
6	Other terms and conditions	Additional terms and conditions governing the relationship between the client and Stock Broker	A11-A30	11
7	Running Account Authorization	Authority to Member to maintain a running account	A31	1
8	Electronic Communications	Confirmation from client for receiving electronic contract notes or other communications through e-mail	A32	2
9	Power of Attorney	Authority to Broker to operate demat/bank account for settlement obligations	A33 -A35	1
10	Exposure limit	Request for higher exposure for intraday trading and authority to square off open positions	A36	1
11	FATCA	FATCA / CRS Declaration For Individual Accounts	A37	1

**BOOKLET -B\*\*\***

S.No	Name of the Document	Brief Significant of the Document	Page No	Sign
<b>MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI &amp; EXCHANGES</b>				
1	Rights and Obligations	Document stating the Rights & Obligations of stock broker/trading member, sub-broker and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading)	B1-B6	-
2	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	B7-B10	-
3	Guidance note	Document detailing Do's and Don'ts for trading on exchange, for the education of the investors.	B11-B12	-
<b>VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER</b>				
4	PMLA Document	Information on Prevention of Money Laundering Act, 2002.	B13-B14	-

\*\*\* Documents included under Booklet B are also available on Exchange/SEBI websites. Booklet B (Account opening kit) is also available on our website [www.phillipcapital.in](http://www.phillipcapital.in) and back office login of client for ready reference. Name of Stock Broker/Trading Member/Clearing Member: PHILLIPCAPITAL (INDIA) PVT. LTD.  
SEBI Registration No. and date: BSE-INB011466530 / BSE-INF011466530 / NSE-INB231466534 / NSE-INF231466534 / NSE-INE231466534 / MCX-SX-INE261466534 / NSE Reg. Date: August 16,2000 / BSE Reg. Date: June 6,2001/ MCX-SX Reg. Date: September, 30,2008. Registered & Correspondence Office Address:No.1, 18th Floor,Urmi Estate, 95, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai-400013. Ph:022-24831919 Fax:022-24942056 Website: [www.phillipcapital.in](http://www.phillipcapital.in)  
Compliance officer name, phone no. & email id: Sandeep Gupta, 022-24831919 [compliance@phillipcapital.in](mailto:compliance@phillipcapital.in)  
CEO name, phone no. & email id: Vineet Bhatnagar, 022-24831919 [ceooffice@phillipcapital.in](mailto:ceooffice@phillipcapital.in)

For any grievance/dispute please contact Stock Broker (PHILLIPCAPITAL (INDIA) PVT. LTD.) at the above address or email id [customeraffairs@phillipcapital.in](mailto:customeraffairs@phillipcapital.in) and Phone no. 022-24831919. In case not satisfied with the response, please contact the concerned exchange(s) NSE: [ignse@nse.co.in](mailto:ignse@nse.co.in) Phone:1800220058 / BSE: [is@bseindia.com](mailto:is@bseindia.com) Phone:022-22728097. MCX-SX: [investorcomplaints@mcx-sx.com](mailto:investorcomplaints@mcx-sx.com) Phone: 022-67319000.

(S) (in circle) indicates signature

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



Application No. :

Please fill in ENGLISH and in BLOCK LETTERS

**A. Identity Details (please see guidelines overleaf)**

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

Name

Father's/Spouse Name

**PHOTOGRAPH**

Please affix  
the recent passport  
size photograph and  
sign across it

2. Gender  Male  Female    B. Marital status  Single  Married    C. Date of Birth 

d	d	/	m	m	/	y	y	y	y
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3. Nationality  Indian  Other (Please specify)

4. Status Please tick (✓)  Resident Individual  Non Resident  Foreign National (Passport Copy Mandatory for NRIs & Foreign Nationals)

5. PAN 

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 Please enclose a duly attested copy of your PAN Card

Aadhaar Number, if any: \_\_\_\_\_

6. Proof of Identity submitted for PAN exempt cases Please Tick (✓)

UID (Aadhaar)  Passport  Voter ID  Driving Licence  Others \_\_\_\_\_ (Please see guideline 'D' overleaf)

**B. Address Details (please see guidelines overleaf)**

1. Address for Residence/Correspondence

City / Town / Village	Pin Code
State	Country

2. Contact Details

Tel. (Off.) (ISD) (STD)	Tel. (Res.) (ISD) (STD)
Mobile (ISD) (STD)	Fax (ISD) (STD)
E-Mail Id.	

3. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.

Passport  Ration Card  Registered Lease/Sale Agreement of Residence  Driving License  Voter Identity Card  \*Latest Bank A/c Statement/Passbook  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Gas Bill  Others (Please specify)

\*Not more than 3 Months old. Validity/Expiry date of proof of address submitted 

d	d	/	m	m	/	y	y	y	y
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4. Permanent Address of Resident Applicant if different from above B1 OR Overseas Address (Mandatory) for Non-Resident Applicant

City / Town / Village	Pin Code
State	Country

5. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.

Passport  Ration Card  Registered Lease/Sale Agreement of Residence  Driving License  Voter Identity Card  \*Latest Bank A/c Statement/Passbook  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Gas Bill  Others (Please specify)

\*Not more than 3 Months old. Validity/Expiry date of proof of address submitted 

d	d	/	m	m	/	y	y	y	y
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6. Any other information:

**DECLARATION**

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

Place: \_\_\_\_\_ Date: \_\_\_\_\_

**SIGNATURE OF APPLICANT**

Signature
-----------

**FOR OFFICE USE ONLY**

AMC/Intermediary name OR code

(Originals Verified) Self Certified Document copies received

(Attested) True copies of documents received

Main Intermediary

Seal/Stamp of the intermediary should contain  
 Staff Name  
 Designation  
 Name of the Organization  
 Signature  
 Date

IPV Done  on 

d	d	/	m	m	/	y	y	y	y
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Seal/Stamp of the intermediary should contain  
 Staff Name  
 Designation  
 Name of the Organization  
 Signature  
 Date

## INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

### A. IMPORTANT POINTS:

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

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

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

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

1. Passport/Voters Identity Card/Ration Card/Registered Lease or Sale

Agreement of Residence/Driving License/Flat Maintenance bill/Insurance Copy.

2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement/Passbook - Not more than 3 months old.
4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
6. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

### D. Exemptions/clarifications to PAN

#### (\*Sufficient documentary evidence in support of such claims to be collected.)

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

### E. List of people authorized to attest the documents:

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

Please Submit the KYC Documents on A4 Size Paper Only.

**ADDITIONAL KYC DETAILS FOR OPENING A TRADING ACCOUNT** *For Individual*

**A. BANK ACCOUNT(S) DETAILS**

Bank Name	Branch Address	Bank Account No	Account Type: Saving/Current/ Other In case of NRI/NRE/NRO	MICR Number	IFSC Code

**B. DEPOSITORY ACCOUNT(S) DETAILS**

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

**C. TRADING PREFERENCES**

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

Exchange	Cash Segment	Derivatives Segment	Currency Segment	Mutual Funds (Online)	Securities Lending & Borrowing	Corporate Bonds/Debts
NSE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	-	<input checked="" type="checkbox"/>	-
BSE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	-	<input checked="" type="checkbox"/>	-
MCX SX	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	-	-	-

**D. PAST ACTIONS**

Details of any action/proceedings initiated/pending/ taken by SEBI/Stock Exchange/any other authority against the applicant/constituent or its Partners/promoters/whole time directors/authorized persons in charge of dealing in securities during the last 3 years	
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**E. DEALINGS THROUGH SUB-BROKERS/AUTHORISED PERSONS AND OTHER STOCK BROKERS**

◆ If client is dealing through the sub-broker, provide the following details:

Sub-broker's/AP Name: \_\_\_\_\_ SEBI/AP Registration No: \_\_\_\_\_

Registered office address: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ Website: \_\_\_\_\_

◆ Whether dealing with any other stock broker / sub-broker (in case dealing with multiple stock brokers/sub-brokers, provide details of all)

Name of stock broker: \_\_\_\_\_ Name of Sub-Broker, if any: \_\_\_\_\_

ClientCode: \_\_\_\_\_ Exchange: \_\_\_\_\_

Details of disputes/dues pending from/to such stock broker/sub- broker: \_\_\_\_\_

**F. Gross Annual Income (details (Please tick (✓)**

Below 1 lac     1 - 5 lacs     5-10 lacs     10-25 lacs     > 25 lacs

OR Net-worth in Rs. (Net worth should not be older than 1 year) \_\_\_\_\_ on date 

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**G. Occupation**

Private sector service     Public sector     Government service     Business     Professional     Agriculturist  
 Retired     Housewife     Student     Forex Dealer     Others (Please specify) \_\_\_\_\_

**H. Please tick, if applicable:**     Politically exposed person     Related to a Politically exposed person.

For definition of Politically exposed person (PEP), please refer guideline overleaf

Name of job/Business/work \_\_\_\_\_ Experience (No of years) \_\_\_\_\_

Empolyers/Establishment Name: \_\_\_\_\_

Office Address: \_\_\_\_\_

**I. ADDITIONAL DETAILS**

Whether you wish to receive     Physical contract note     Electronic Contract Note (ECN)  
 (please specify): \_\_\_\_\_

Specify your Email id, if applicable: \_\_\_\_\_ Alternate Email id: \_\_\_\_\_

Whether you wish to avail of the facility of internet trading  wireless technology

(please specify): \_\_\_\_\_

Number of years of Investment / Trading Experience \_\_\_\_\_ (Years in stocks) \_\_\_\_\_ (Years in Derivatives)

No prior experience. \_\_\_\_\_ Any other information: \_\_\_\_\_

Primary purpose of dealing in equities:  Intraday  Positional  Investment  Derivatives  
 Trading  Hedging

Educational Qualification:  Under Graduate  Post Graduate  Graduate  Professional

Others (Specify) \_\_\_\_\_

Spouse's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Place of Birth \_\_\_\_\_

Spouse's PAN: \_\_\_\_\_ Occupation: \_\_\_\_\_

Account Settlement:  Once a month  Once a quarter

Mode of Operation of Bank account:  Single  Either or Survivor

#### J. INTRODUCER DETAILS (OPTIONAL)

Name of the Introducer : \_\_\_\_\_

Status of the Introducer:  Sub-broker  Remisier  Authorized Person  Existing Client  
 Others, please specify \_\_\_\_\_

Address and phone no. of the Introducer: \_\_\_\_\_

Signature of the Introducer: \_\_\_\_\_

#### K. NOMINATION DETAILS: (for individuals only) I/We wish to nominate I/We do not wish to nominate

Name of the Nominee: \_\_\_\_\_

Relationship with the Nominee: \_\_\_\_\_

PAN of Nominee: \_\_\_\_\_

Date of Birth of Nominee: \_\_\_\_\_

Address and phone no. of the Nominee: \_\_\_\_\_

Nominees  
Passport  
size Photo

Signature of the Nominee: \_\_\_\_\_

IF Nominee is a minor, details of guardian:

Name of the Guardian \_\_\_\_\_

Address and phone no. of guardian \_\_\_\_\_

Signature \_\_\_\_\_

#### WITNESSES (Only applicable in case the account holder has made nomination)

Name \_\_\_\_\_ Name \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

Whether you wish to receive alerts from Stock Exchanges:  SMS  Email  Both SMS & Email

#### DECLARATION

1. I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.
2. I/We confirm having read/been explained and understood the contents of the document on policy and procedures of the stock broker and the tariff sheet.
3. I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s) Guidance note/Do's and Dont's and 'Risk Disclosure Document'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on stock broker's designated website, if any.
4. I/We hereby confirm I/We have never been de bared from dealing in capital market and also never been suspended, expelled, defaulted at any stock exchange. I/We are not the member / Sub-broker at any exchange.
5. I/we also undertake and confirm that I/We shall the trades as my/our own trades as your client and I/We will not do trades through you acting on behalf of my/our clients/others as sub-broker or otherwise in any manner. I undertake that the e-mail id no & other details belongs to me & the e-mail id is accessed by me on a regular/daily basis.
6. I/We also agree to furnish such further information as your or exchange any require from me/us and I/We are agree the I/We fail to give such information, you shall have the right to cancel my registration and the ex change shall have the right to de bar me/us from doing business both in derivatives and cash segments, Currency segment.

(S)

Place: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Client/ (all) Authorized Signatory (ies)

**FOR OFFICE/ SUB-BROKER'S USE ONLY**

UCC Code allotted to the Client: \_\_\_\_\_

	Documents verified with Originals	Client Interviewed By	In-Person Verification done by
Name of the Employee			
Employee Code			
Designation of the employee			
Date			
Signature			

Risk Profile:                     High                     Medium                     Low

I / We undertake that we have made the client aware of 'Policy and Procedures', tariff sheet and all the non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the 'Policy and Procedures', tariff sheet and all the non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website, if any, for the information of the clients.

**Signature of the Authorised Signatory**

**Date**

**Seal / Stamp of the stock broker**

---

**INSTRUCTIONS/ CHECK LIST**

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

Copy of ITR Acknowledgement	Copy of Annual Accounts
In case of salary income - Salary Slip, Copy of Form 16	Net worth certificate
Copy of demat account holding statement.	Bank account statement for last 6 months
Any other relevant documents substantiating ownership of assets.	Self declaration with relevant supporting documents.

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

2. Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.
3. Demat master or recent holding statement issued by DP bearing name of the client.
4. For individuals:
  - a. Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.
  - b. In case of non-resident clients, employees at the stock broker's local office, overseas can do in-person' verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.

**PHILLIPCAPITAL (INDIA) PVT. LTD.**  
**(hereinafter referred to as 'PHILLIPCAPITAL')**  
**POLICIES & PROCEDURES**

**1. Refusal of orders for penny / illiquid stock**

Penny / illiquid stock is a stock that trades at a relatively low price, low liquidity, large bid-ask spread and low market capitalization and therefore considered to be prone to high volatility and speculation. SEBI has directed the Exchanges to draw up a list of illiquid securities based on criteria jointly decided by SEBI, NSE and BSE. List of such illiquid securities identified based on trading activity are issued by Exchanges on monthly basis. Exchanges have advised trading members to exercise additional due diligence while trading in these securities either on own account or on behalf of their clients. PhillipCapital may from time to time limit (quantity / value) or refuse orders in one or more stocks due to various reasons including but not limited to market liquidity, price of stock(s), order size, the order being for stocks which are not in the permitted list of PhillipCapital / exchange(s) / SEBI. PhillipCapital may require compulsory settlement/ advance payment of expected settlement value/ delivery of securities for settlement prior to acceptance/ placement of order(s) in certain stock(s) as well. Losses, if any on account of such refusal or due to delay caused by such limits, shall be borne exclusively by the Client alone and the Client shall not hold PhillipCapital liable for the same.

**2. Setting up Client's exposure limits**

PhillipCapital may from time to time in its sole discretion and without prior notice impose, prohibit, restrict and vary limits on the orders and trades which the Client can place and enter into through trading system (including margin percentage exposure limits, turnover limits, limits as to the number, value and/or kind of Securities in respect of which orders can be placed, stocks in which orders can be placed etc). PhillipCapital may choose not to intimate the Client of the limits and any variation thereof. PhillipCapital may need to urgently vary the limits or impose new limits or prohibit or restrict the Client's ability to place orders or trade in Securities through PhillipCapital on the basis of PhillipCapital's risk perception and other factors considered relevant by PhillipCapital, and PhillipCapital may not necessarily inform the Client of the same in advance. PhillipCapital shall not be responsible or liable for the Client's inability to place any order, enter into any trade and/ or square-off any transaction that PhillipCapital may need to initiate on account of any such variation, imposition, restriction or prohibition.

PhillipCapital may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute / allow execution of orders due to but not limited to the reason of lack of margin / securities or the order being outside the limits set by PhillipCapital / exchange/ SEBI and any other reasons which PhillipCapital may deem fit in the circumstances.

Losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the Client alone.

PhillipCapital may charge margins in excess of Exchange requirement and client shall be required to fulfill the same within the time frame prescribed by PhillipCapital and client will be responsible for any loss/damages etc caused to the client for not paying the margin within the time frame prescribed by PhillipCapital

PhillipCapital is entitled to vary the form (i.e., the replacement of the margin / security in one form with the margin / security in any other form, say, in the form of money instead of shares) & / or quantum & / or percentage of the margin & / or security required to be deposited / made available, from time to time.

PhillipCapital is entitled to disable / freeze the account & / or trading facility / any other service facility, if, in the opinion of PhillipCapital, the client has committed a crime / fraud or has acted in contradiction of this Document (other terms & conditions) or / is likely to evade / violate any laws, rules, regulations, directions of a lawful authority whether Indian or foreign or if PhillipCapital so apprehends.

**3. Applicable brokerage rate**

Brokerage rate shall be mutually decided between PhillipCapital and the Client at the time of account opening. As required under Exchange / SEBI regulations, brokerage rate is shown separately on the contract notes.

PhillipCapital shall not charge the brokerage rate in excess of maximum brokerage prescribed by the Exchange(s) / SEBI from time to time.

Provided PhillipCapital may charge brokerage rates at maximum permissible limits in case:

- (a) there is delay in making payment by the client; or
- (b) forced liquidation of client's securities as per the Terms and conditions, Rights and Obligations and Rules, Bye-law and Regulations of Exchange; or
- (c) If any adverse order/ruling/judgment is passed against the client by Exchange/SEBI/Court/Income tax or any other Regulatory authority; or
- (d) If any regulatory proceeding/ investigation has been initiated against the client by Exchange/SEBI/ Court/Income tax or any other Regulatory authority.

**4. Imposition of penalty / delayed payment charges.**

PhillipCapital may charge penalty charges, delayed payment charges, late pay-in charges, additional financial charges to clients for not making payment of their pay-in /margin obligation on time according



to the Rules, Bye-laws and Regulations of the relevant Exchange. The rate/amount of penalty/delayed payment charges shall be 0.1% per day on the outstanding ledger amount/margin shortfall in cash and derivatives segment. Similarly, PhillipCapital will also be liable to pay delayed payment charges to the clients for not making payment on time except in cases where the client has given "Running Account Authorisation".

PhillipCapital may impose fines / penalties for any orders / trades / deals / actions of the Client which are contrary to this Document (other terms & conditions) / rules / regulations /bye laws of the exchange or any other law for the time being in force , at such rates and in such form as it may deem fit. Further, where PhillipCapital has to pay any fine or bear any punishment from any authority in connection with / as a consequence of / in relation to any of the orders / trades /deals / actions of the Client, the same shall be borne by the Client.

**5. The right to sell Clients' securities or close Clients' positions, without giving notice to the Client, on account of non-payment of Client's dues to the extent of settlement/ margin related obligation and other lawful outstanding dues**

PhillipCapital may, but shall not be bound to, at its discretion and at the risk and cost of the Client, at any time Square-off all or any Outstanding Positions of the Client on any/ all Exchange(s) and segment(s) in such manner as PhillipCapital thinks fit and without any prior notice to or approval of the Client to the extent of settlement/ margin related obligation and other lawful outstanding dues. The Client agrees to bear and pay the losses arising from such Squaring-off. In particular and without prejudice to the generality of the above:

(a) If the Client has entered into a Short Sale or a Long Purchase then PhillipCapital shall be entitled to, at any time before the Client has Squared-off his Short Sale or Long purchase position Square-off and/ or carry forward the whole or part of the Short Sale or Long purchase position on any day, at the price determined by PhillipCapital or at market price and in any manner as PhillipCapital thinks fit, or permit the Exchange to close out or auction such position;and the aforesaid shall be at the Client's risk and cost including Brokerage, trade transaction charges and penalty on Square-Off/Close-out.

(b) If the Client has been permitted to do margin trading, PhillipCapital shall be entitled to Square-off the Client's Outstanding position, inter alia, where, in PhillipCapital opinion, the actual loss and/ or the market loss on the Outstanding positions of the Client has breached or may breach the margins maintained by the Client with PhillipCapital, where the margin or collateral placed by the Client and made available with PhillipCapital falls short of PhillipCapital requirements, where any limit given to the Client

has been breached or where the Client has defaulted on any existing obligation.

(c) PhillipCapital may Square-off any Outstanding Position(s) of the client due to all or any of the following:

(i) the volatility in the market;

(ii) any restrictions in relation to volume of trading/ outstanding business or margins stipulated by any Exchange, Clearing Corporation/Clearing House and/or PhillipCapital;

(iii) delays by the Client in meeting his obligations/dues to PhillipCapital and/or the Clearing Corporation/Clearing House

The Client shall ensure timely availability of funds/ securities in designated form and manner at designated time and in designated bank and depository account(s) at designated place, for meeting his/her/its pay in obligation of funds and securities. PhillipCapital shall not be responsible for any claim/loss/damage arising out of non availability/short availability of funds/securities by the Client in the designated account(s) of PhillipCapital for meeting the pay in obligation of either funds or securities .

In case the payment of the margin / security is made by the Client through a bank instrument, PhillipCapital shall be at liberty to give the benefit / credit for the same only on the realization of the funds from the said bank instrument etc. at the absolute discretion of PhillipCapital.

Where the margin /security is made available by way of securities, PhillipCapital is empowered to decline its acceptance as margin / security & / or to accept it at such reduced value as PhillipCapital may deem fit by applying haircuts atleast at the rate prescribed by the Exchanges or by valuing it by marking it to market or by any other method as PhillipCapital may deem fit in its absolute discretion.

PhillipCapital has the right but not the obligation, to cancel all pending orders and to sell/close/ liquidate/square off all open positions/ securities/ shares at the pre-defined square off time or when Mark to Market (M-T-M) percentage reaches or crosses stipulated margin percentage as decided by PhillipCapital from time to time in its discretion depending on the market condition.

In the event of such sell/close./ liquidate/square off, the Client agrees to bear all the losses based on actual executed prices. In case open position (i.e.short/long) gets converted into delivery due to non square off because of any reason whatsoever, the Client agrees to provide securities/funds to fulfill the pay-in obligation failing which the Client will have to face auctions or internal close outs; in addition to this the Client will have to pay penalties and charges levied by exchange in actual and losses, if any. Without prejudice to the foregoing, the Client shall also be solely liable for all and any penalties and charges levied by the exchange(s). PhillipCapital is entitled to prescribe the date and time by which the margin /

security is to be made available and PhillipCapital may refuse to accept any payments in any form after such deadline for margin / security expires. If the Client fails to maintain or provide the required margin/fund/ security or to meet the funds/margins/ securities pay in obligations for the orders / trades / deals of the Client within the prescribed time and form, PhillipCapital shall have the right (but not the obligation), without any further notice or communication to the Client, to take any one or more of the following steps:

- (i) To withhold any payout of funds / securities.
- (ii) To withhold / disable the trading / dealing facility to the Client.
- (iii) To appropriate and/ or transfer and/ or sell all or any Securities cash or collateral in the Client Account and/ or instruct the Designated Bank/ Business Associate and/ or Designated Depository Participant (as the case may be) with whom the respective accounts are maintained to sell and/or transfer all or any funds or Securities in any respective account and retain the proceeds thereof;
- (iv) To liquidate / square off partially or fully the position of sale & / or purchase in any one or more securities / contracts in such manner and at such rate which PhillipCapital may decide in its absolute discretion.
- (v) To prevent any new orders from being placed and/or executed by the Client; and/ or
- (vi) To take any other steps which in the given circumstances, PhillipCapital may deem fit. The loss(s) if any, on account of any one or more steps as enumerated herein above being taken by PhillipCapital, shall be borne exclusively by the Client alone.

#### **6. Shortages in obligations arising out of internal netting of trades**

PhillipCapital shall not be obliged to deliver any securities or pay any money to the Client unless and until the same has been received by PhillipCapital from the exchange, the clearing corporation/ clearing house or other company or entity liable to make the payment and the client has fulfilled his / her/ its obligations first.

As per Exchange guidelines, clients should deliver the securities to our Pool a/c on or before T+2. Deliveries received on pay-in-day will be treated as late pay-in. Late pay-in charges, as applicable from time to time, will be imposed.

In the event a client fails to deliver any securities to meet the sale obligation by the stipulated pay-in time, PhillipCapital may (without any obligation), in its sole discretion and at risk and cost to the defaulting client, buy / obtain such securities in accordance with the applicable rules, bye-laws, regulations and circulars of SEBI/Exchange from market in the defaulting client's trading account so as to enable PhillipCapital to deliver securities to the client who has purchased such securities. Thus, in case there is shortage in obligations arising out of internal netting of trades, PhillipCapital shall buy the equivalent number of shares in subsequent trading session(s) on best effort basis in the

defaulting client account and give the delivery to the buyer of those shares. Any loss or profit, costs or any other liability of any nature whatsoever occurring as a result of such short delivery shall be borne by the defaulting client. Any type of costs, risks, loss occurring as a result of treatment of internal shortages by PhillipCapital shall be solely on account of client and PhillipCapital shall not be responsible for the same. In the event a customer fails to deliver to PhillipCapital any securities that have been sold by the customer to meet the sale obligation by the stipulated pay-in time, PhillipCapital shall be entitled to obtain such securities in accordance with the applicable rules, bye-laws, regulations and circulars of SEBI/Exchange to enable PhillipCapital to deliver securities to client who has purchased these securities.

#### **Share Allocation of delivery payout:-**

Any type of costs, risks, loss and occurring as a result of such share allocation by PhillipCapital shall be solely on account of client and PhillipCapital shall not be responsible for the same. In the event the share payout received from Exchange is less than the total share payout receivable from Exchange, PhillipCapital shall do the share allocation among its clients in the following manner:-

1. 1st priority to clients who has given the excess stock
2. 2nd priority to minimum quantity first
3. Client code wise

#### **7. Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client**

Client may take exposures as per the company policy on setting up of clients exposure limits given in point 2 above. Client may not be allowed to take position in case of non availability/ shortage of margin as required by PhillipCapital from time to time. Clients need to adhere to various limits imposed by Exchanges from time like market wide limits, scrip wise limit etc. Client may not be able to take further position in case of any trading restrictions put by Exchanges / SEBI on PhillipCapital. The existing position of the client is also liable to square off/close out without giving notice due to shortage of margin/ non payment for their payin obligation/ lawful outstanding debts. PhillipCapital may also close the existing position of a client if any of the circumstances mentioned in point no. 9 below arise or for any other lawful reason as deemed fit by PhillipCapital from time to time.

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

Based on the request of the Client PhillipCapital may temporarily suspend the client account and the same shall be activated on the written request of the Client only This suspension and activation will be subject to client accepting / adhering to conditions imposed by PhillipCapital including but not limited to settlement of account and/ or other obligation.

Based on the request of the Client in writing PhillipCapital can close the client account subject to client account being fully settled.

On the other hand, PhillipCapital may also withhold the payouts of Client and suspend the trading account due to internal compliance / surveillance action or judicial or / and regulatory order / action requiring client suspension. PhillipCapital can suspend the Client's trading account due to bouncing of contract notes on registered email id of the client or registered correspondence address of the Client or in case PhillipCapital is unable to complete any of its Client Identification process at any time during the continuance of the Document (other terms & conditions) between Client and PhillipCapital. PhillipCapital may also suspend the Client's trading account in its sole discretion for any other reason as deemed fit by PhillipCapital from time to time

Inactive Client account: -Client account will be considered as inactive if the client does not trade for period of two years or more. Based on the request of the client PhillipCapital in its sole discretion may activate the client account. PhillipCapital shall return the securities/funds lying in such inactive account to the client as per the applicable rules, bye-laws, regulations, circulars, etc of the Exchange(s).

#### **9. De-registering a client**

Notwithstanding anything to the contrary stated in the Document (other terms & conditions), PhillipCapital shall be entitled to terminate the Document (other terms & conditions) with immediate effect in any of the following circumstances:

(i) If the action of the Client are prima facie illegal / improper or such as to manipulate the price of any securities or disturb the normal / proper functioning of the market, either alone or in conjunction with others.

(ii) If there is any commencement of a legal process against the Client under any law in force;

(iii) On the death/lunacy or other disability of the Client;

(iv) If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;

(v) If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;

(vi) If the Client being a partnership firm, has any steps taken by the Client and/ or its partners for dissolution of the partnership;

(vii) If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;

(viii) If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security;

(ix) If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable;

(x) If the Client suffers any adverse material change in his / her / its financial position or defaults in any other Document (other terms & conditions) with PhillipCapital;

(xi) If the Client is in breach of any term, condition or covenant of this Document (other terms & conditions);

(xii) If any covenant or warranty of the Client is incorrect or untrue in any material respect. Client's Acceptance of Policies and Procedures stated hereinabove:

I/We have fully understood the above policies and procedures and do hereby sign the same. These Policies and Procedures may be amended / changed unilaterally by PhillipCapital, provided the change is informed to me / us through any one or more approved means or modes made by PhillipCapital by way of such as circulars / orders posted on website / back office login id / post / courier / registered post / registered A.D / facsimile / e-mail / / telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the Client's computer; by informing the client through employees / agents of PhillipCapital; by publishing / displaying it on website of PhillipCapital / making it available in back office login / making it available as a download from the website of PhillipCapital; by displaying it on the notice board of the branch / office through which the client trades or if the circumstances, so require, by radio broadcast / television broadcast / newspapers advertisements etc; or any other suitable or applicable mode or manner as decided by PhillipCapital from time to time.. These Policies and Procedures shall always be read along with the Document (other terms & conditions) and Exchange / SEBI guidelines in force from time to time and shall be compulsorily referred to while deciding any dispute / difference or claim between me/ us and PhillipCapital before any court of law / judicial/ adjudicating authority including arbitrator/ mediator etc

**CONTROL CUM TARIFF SHEET**

DATE :

ACCOUNT NO. :

MUM :

Name of Client :

Introduced By :

IB / DSA (Name & Code NO.)

MUM- /

RM:

Sub Broker Code:

Branch:

Currency RM

SBU

**Orders to be received by (Name and Signature)**

	Primary Dealer	Secondary Dealer
Name		
Signature		

Category: 2  3  T + 7  Yes  No  Auto Square Off Yes  No

Account Type (Please Tick)	Direct	ODIN	Online	Omesys
Cash / Derivatives Segment				

**Brokerage Schedule**

**Capital Market Segment (Cash)**

Trading	Brokerage (Cash)	For BO Use (Table No.)
1 <sup>st</sup> Leg	%	
2 <sup>nd</sup> Leg	%	
Minimum	Paise	

**Capital Market Segment (Delivery)**

Delivery	Brokerage (Delivery)	Brokerage (SLBM)	For BO Use (Table No.)(Delivery)	For BO Use (Table No.) ( SLBM)
Default	%	%		
Minimum	Paise	Paise		

**Equity Derivatives Segment :**

Normal	Brokerage (Future)	Brokerage (Option)	For BO Use (Table No.)
1 <sup>st</sup> Leg	%	%	
2 <sup>nd</sup> Leg	%	%	
Life (2nd Leg upto Expiry)	%	%	
Exercise Assignment	%	%	
Minimum	Paise	Paise	

**Currency Derivatives Segment**

Normal	Futures	Options	For BO Use (Table No.)
1 <sup>st</sup> Leg	%	%	
2 <sup>nd</sup> Leg	%	%	
Life (2nd Leg upto Expiry)	%	%	
Exercise Assignment	%	%	
Minimum	Paise	Paise	

STT , Service Tax, Stamp Duty, SEBI T/O Fees, Exchange Transaction Charges ( as applicable from time to time)

Account Opening Charges ( Rs. 1000), Other Charges ( Clearing - 0.002% of trade value in Derivatives, Contract Note Printing Charges - Rs. 50 applicable for ECN clients requiring physical Contract notes ), Collateral Charges, Delivery Handling charges, Derivatives Cash Margin charges (0.04% of value, 0.02% of value, 0.05% of value per day respectively) Electronic Fund Transfer through RTGS/NEFT - Rs. 50 per transaction. Charge @ 10% of foreclosure amount shall be levied in SLBM foreclosure cases. Any upward revision in tariff shall be intimated to clients 15 day in advance. For latest applicable schedule of charges , please refer to our website.

	Ⓢ	
Proposed by (Sign with R.Stamp of IB / Emp)	Client's signature	Approved By

*Note: All the highlighted fields are mandatory fields to be filled in.*

## OTHER TERMS AND CONDITIONS

These other terms and conditions are entered on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (hereinafter referred to as "Document") have been added in order to ensure smooth functioning of trading and to enhance the transparency of Member-Client relationship. The Client is further informed that these terms and conditions are voluntary and at the discretion of Member and Client.

The Client and Member, in addition to mandatory documents as prescribed by SEBI and Exchanges from time to time agrees to following:

### 1. DEFINITIONS & INTERPRETATION:

In this Document, unless repugnant to the context or meaning thereof, words and expressions which are used herein but not defined shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Bye-laws and Regulations of the relevant Exchange.

1.1 In this Document, unless repugnant to the context or meaning thereof;

**"Associated Accounts"** means the Associated Bank Account(s) and the Associated Depository Account(s).

**"Associated Bank Account"** means the current or saving bank account(s) or any funds account maintained by the Client (either solely or jointly with another or others) with the Designated bank(s) or such other Business Associate(s) as PhillipCapital may nominate for the purpose of depositing funds, and which account(s) has/ have been designated by the Client as an Associated Bank Account(s) for the purposes of this Document.

**"Associated Depository Account"** means the depository account(s) maintained by the Client (either solely or jointly with another or others) with the Designated Depository Participant and which account(s) has / have been designated by the Client as an Associated Depository Account(s) for the purposes of this Document.

**"Available Funds Balance"** means the amount of credit balance in the Associated Bank Account(s) or in the Client Account with PhillipCapital which is not subject to any lien or other encumbrance (except in favour of PhillipCapital pursuant to this Document) and which is freely available to PhillipCapital for blocking and appropriation towards the Client's dues to PhillipCapital, an Exchange, a Clearing Corporation / Clearing House, a Business Associate(s) and or any other individual, partnership, corporation, company, organization association trust or other entity.

**"Available Stock Balance"** means the Securities balance in the Associated Depository Account(s) or the Client Account with PhillipCapital which is not blocked or under any lien or other encumbrance and which is freely available to PhillipCapital for blocking and appropriation towards the Client's obligations to deliver the Securities

to PhillipCapital, to an Exchange to a Clearing Corporation/House and/or to a Business Associate.

**"Brokerage"** means the amount charged by PhillipCapital to the Client as brokerage for a primary/secondary market trade or dealing or for any other Services. The term **"Brokerage"** does not include service tax or other taxes, trade/transaction or other fees (statutory or otherwise) and commissions that may be applicable in respect of the Services.

**"BSE"** means Bombay Stock Exchange Limited.

**"Business Associates"** includes the Designated Bank, the Designated Depository Participant and such other persons, firms, entities etc. that are either directly or indirectly involved in facilitating the provision of the Services and/or act as franchisees or agents of PhillipCapital in relation to the provision of the Services.

**"Business Day"** means any day on which the concerned Exchange(s) is operational for trading.

**"Channel"** means the channels or modes through which the Services may for the time being be accessed by Clients and through which the Service is for the time being rendered by PhillipCapital.

**"Clearing House"** or **"Clearing Corporation"** means the clearing house or clearing corporation (as the case may be), maintained by the applicable Exchange, to act as the agency for effecting delivery and settlement of contracts between clearing members of the Clearing House / Clearing Corporation.

**"Client Account"** means an account opened by PhillipCapital in the name of the Client in PhillipCapital records pursuant to this Document and the Client Registration Application Form, which may, in the discretion of PhillipCapital, be an account in relation to a single product/service or an account in relation to more than one product/service.

**"Clients ID"** means the unique identification assigned by PhillipCapital to each Client.

**"Client Registration Application Form / Client Registration Form / Know-Your Client Form/Client Application Form"** means the duly completed client registration application form of PhillipCapital filled up and submitted by the Client to PhillipCapital, to open a Client Account and to avail of the Services.

**"Depository"** means a **'depository'** within the meaning of the depository Act, 1996.

**"Depository Participant"** means a **'participant'** within the meaning of the Depositories Act, 1996.

**"Derivatives"** shall include:

(a) **"derivatives"** and **"options in securities"**, as defined in section 2 (aa) and 2(d) respectively of the Securities Contracts (Regulation) Act, 1956 as amended from time to time; and

(b) such other forms of derivatives (if any), that are permitted to be dealt with on the relevant Exchange from time to time, in accordance with the Rules, Bye-laws and Regulations of that Exchange.

**"Designated Bank"** means such bank(s) and/or entity(ies) as PhillipCapital may specify in this behalf from time to time.

**"Designated Depository Participant"** means such Depository Participant(s) as PhillipCapital may specify in this behalf from time to time. PhillipCapital is registered as Depository Participant under name **"PhillipCapital (India) Pvt. Ltd"** with NSDL & CDSL respectively.

“**ECN**” means an electronically generated contract note or a digitally signed contract note issued by a certified agency;

“**Exchange**” means NSE, BSE, MCX-SX and such other stock exchange(s), if any, of which, PhillipCapital becomes a member, and over which PhillipCapital agrees to offer its Services to the Client; and “**Exchanges**” shall be construed accordingly.

“**Exchange Provisions**” mean the Rules, Bye-laws, Regulations, handbooks, notices, circulars and resolutions of the concerned Exchange (or any segment of any of the concerned Exchanges) or the concerned Depository in force from time to time and includes the Minimum Requirements Handbook for ORS prescribed by the BSE and the NSE, circular dated 12<sup>th</sup> May, 2000 relating to internet based trading services, as amended from time to time.

“**Good Delivery**”, in relation to securities, shall mean the timely delivery of freely transferable Securities which are considered as good delivery Securities by the concerned Exchange, SEBI and the concerned Clearing Corporation / House.

“**Long Purchase**” shall include a purchase order or trade given or entered into by the Client without sufficient Available Funds Balance.

“**NSE**” means the National Stock Exchange of India Limited.

“**ORS**” means Internet based trading through Order Routing System, being a system approved by the concerned Exchange for enabling Clients to route their orders to their Member-brokers over the Internet.

“**ORS Service**” means the service (being part of the Services) offered by PhillipCapital to its clients through ORS where under the Clients can route their orders for trading or dealing in Securities through the PhillipCapital Web Site.

“**Outstanding Position**” in a Security means the quantity and total value of that Security purchased (or sold) less the quantity and total value of that Security sold (or purchased) by the Client and not settled.

“**Password**” means the unique code(s) used by the Client to access the Services that he is entitled to receive. The nature and type of the Password may or may not vary depending upon the Channel through which a Service is being accessed by the Client.

“**PhillipCapital Operations Handbook**” or “**Operations Handbook**” or “**Handbook of Operations**” or “**Handbook**” means the Operations Handbook prepared by PhillipCapital, a copy of which may be made available by PhillipCapital to the Client, as amended, updated and modified by PhillipCapital from time to time. 1.2

“**PhillipCapital Services**” or “**Services**” means those services that PhillipCapital (either itself and/or through its Business Associates) may for the time being be rendering to its clients (whether as a member of an exchange or not), and which PhillipCapital may agree to render to the Client. 1.3

“**PhillipCapital**” should be referred to as a Stock Broker or Trading Member or Member for the purpose of this Document. 1.4

“**PhillipCapital Web Site**” means the PhillipCapital web site at or such other web site as may be hosted by PhillipCapital for access through the internet, through which PhillipCapital offers the Services.

“**SEBI**” means the Securities & Exchange Board of India.

“**Securities**” shall include:

(i) shares, scrips, stocks, bonds, debentures, debenture stock or other marketable securities of a like nature in or of any incorporated company or other body corporate;

(ii) Derivatives;

(iii) units of any other instrument issued by any collective investment scheme to the investor in such schemes;

(iv) Government securities;

(v) Such other instruments as may be declared by the Central Government to be securities;

(vi) Rights or interests in securities;

(vii) Any other securities and instruments that are tradeable on any Exchange; and

(viii) Any other securities or instruments that PhillipCapital may hereafter notify to its clients as being “**Securities**” for the purposes of this Document.

“**Short Sale**” shall include a sale order or trade given or entered into by the Client without sufficient Available Stock Balance.

“**Squaring-off**” a position means executing a trade or order so that the Outstanding Position in a Security is set off in full or in part and the terms “**Square-off**” and “**Squared-off**” shall be construed accordingly.

“**Stop Order**” means a stop transfer or similar order lodged with the relevant issuer, registrar or fiscal / governmental body and “**Stop Order Notice**” shall be construed accordingly to include officially published notice of loss, theft, cancellation, opposition or nullification proceedings.

“**System**” includes,

(i) The system hosted by PhillipCapital and/or a Business Associate on the internet through which the ORS Service is offered.

(ii) The - system implemented / installed by PhillipCapital and / or the Business Associates, for accepting orders and providing any part of the Service through the Channels.

(iii) Any other system offered by PhillipCapital and/or its Business Associates that provides or enables the use of a Channel.

“**Trading Hours**” means such period of a Business Day during which the concerned Exchange offers trading facilities to its members.

“**Username**” means login identification which may be used by the Client for accessing his Client Account(s) for availing the Services through the Channel.

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

Addendum, Annexures and Schedules to this Document shall form an integral part of this Document In this Document, unless repugnant to the context or meaning thereof

(i) reference to the singular includes a reference to the plural and vice-versa,

(ii) reference to any gender includes a reference to all other genders,

(iii) references to Provisions, Recitals, Clauses, Schedules and Annexures shall be deemed to be a reference to the provisions, recitals, clauses, schedules and annexures of or to this Document,

(iv) reference to a person shall include its personal representative, and

- (v) references to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other provision made under it.
- 1.5 **TYPES OF SERVICES OFFERED**  
PhillipCapital agrees to provide, subject to the terms of this Document, such of the following services as PhillipCapital may in its discretion from time to time determine to offer to the Client and the Client agrees to avail from PhillipCapital.
- (i) Trading facilities
  - (ii) Clearing facilities
  - (iii) Advisory services
  - (iv) Portfolio management services
  - (v) Such other services as permitted by SEBI and the Exchange from time to time, and which PhillipCapital in its discretion may determine to offer its clients.

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

## **2. DOCUMENT TO PROVIDE AND AVAIL OF THE SERVICES**

- 2.1 On and subject to the terms and conditions of this Document, the PhillipCapital Operations Handbook, the Exchange Provisions, other applicable laws, the terms of PhillipCapital Web Site, the contract notes / confirmation notes (as applicable) and such other terms and conditions as may be prescribed by PhillipCapital from time to time.
- (i) PhillipCapital agrees to provide the Services to the Client, and
  - (ii) The Client agrees to avail of the Services.
- 2.2 PhillipCapital reserves the sole and exclusive right to determine the Channels through which the Client may access/receive the Services. PhillipCapital reserves the right to, from time to time, discontinue the availability of any Channel to the Client without any prior notice and without assigning any reasons whatsoever for such discontinuance.
- 2.3 On the Client Registration Application Form being submitted by the Client, PhillipCapital may, at its sole discretion, open the Client Account. This Document shall become effective only upon PhillipCapital opening and activating such Client Account. The Client is aware and agrees that the mere execution and/or acceptance of this Document (s) by PhillipCapital does not oblige PhillipCapital to open a Client Account and PhillipCapital reserves the right to accept an applicant as a Client. PhillipCapital is not obliged to disclose reasons for not accepting the applicant as a client.
- 2.4 The Client confirms that he has read and understood, and agrees that he shall from time to time regularly continue to read and understand, the Exchange Provisions, the guidelines, Rules, Regulations and circulars issued thereunder by SEBI, all applicable laws, the Operations Handbook and the terms and conditions on the PhillipCapital Web Site.
- 2.5 The Client is aware of and agrees that in the course of transacting on the Exchange or otherwise, PhillipCapital acting by itself and/or through its Business Associates, will be acting as an agent of the Client, unless otherwise disclosed by PhillipCapital to the Client.
- 2.6 The Client hereby authorizes PhillipCapital to take all such steps, without being obliged to, on the Client's behalf as may be required or advisable in PhillipCapital's opinion or discretion for compliance with the Exchange Provisions or any other law or provisions or to complete or settle any trades entered into, through or with PhillipCapital and/or its Business Associates or executed by PhillipCapital on behalf of the Client.
- 2.7 Notwithstanding anything to the contrary in this Document, PhillipCapital may at any time in its sole discretion, prohibit or restrict the Client's access to the PhillipCapital Web Site or Services, without any prior notice and without assigning any reasons whatsoever. For the avoidance of doubt it is further clarified that PhillipCapital may at any time discontinue the availability of, and/or refuse to render, any Service (whether previously rendered by PhillipCapital to the Client or not) whether generally to all its clients, to a group or groups of clients or to the Client alone, without any prior notice if PhillipCapital believes that to continue to offer such Services will or may contravene a law or regulation or if based on PhillipCapital's reasonable risk perception, the Services ought to be discontinued.
- 2.8 PhillipCapital and the Client shall be bound by the Exchange Provisions of the concerned Exchange on which the concerned trade is effected and the Rules, Regulations and/or Notifications (including the circulars issued thereunder) issued by SEBI from time to time, as well as other applicable law and common business practices.
- 2.9 Where PhillipCapital has permitted the Client to trade and avail of the Services only through the Internet, PhillipCapital shall be entitled (but not obligated) at the entire cost of the Client alone, to accept one-time instructions from the Client through other Channels. Such one-time permission from PhillipCapital shall not be construed as an authorization by PhillipCapital for such Client to have access to the Services through such other Channel.
- 2.10 For the avoidance of doubt, PhillipCapital hereby reserves the right to offer/make available all or any of the Services to the Client through a Business Associate(s). PhillipCapital shall be entitled to discontinue the Services through such Business Associate(s) without any prior notice and shall be further entitled to replace such Business Associate(s) at its sole discretion.
- 2.11 Any research report or buy / sell recommendation issued to the client via sms, email or through any other mode under the authority of the Power of Attorney issued in its favour. In the event that the Client or the joint account holder(s) is in breach of its obligations herein,

of communication should not be considered as an offer to sell or a solicitation of any offer to buy or sell the Securities mentioned in it. The client should seek financial advice regarding the appropriateness of investing in any securities or investment strategies given in the research reports or recommended through SMS, email or through any other mode of communication and should understand that statements regarding future prospects may not be realized. The information contained in the research reports and buy / sell recommendation may have been taken from trade and statistical services and other sources, which we believe are reliable. PhillipCapital or any of its group companies do not guarantee that such information is accurate or complete and it should not be relied upon as such.

### 3. ASSOCIATED ACCOUNTS

- 3.1 At all times during the subsistence of this Document and thereafter until all obligations of the Client to PhillipCapital have been fulfilled, the Client shall maintain one or more Associated Bank Accounts and one or more Associated Depository Accounts for the purpose of facilitating the Client's trading and settlement pursuant to this Document. Where any bank or depository participant ceases to be a Designated Bank or Designated Depository participant, the Client shall be obliged and required to open and maintain one or more Associated Bank Accounts and one or more Associated Depository Accounts with a bank and a depository participant who is at that time a Designated bank or Designated Depository Participant (as the case may be), as a condition to the continuance of the Services.
- 3.2 For the avoidance of doubt it is clarified that notwithstanding anything to the contrary contained in this Document, PhillipCapital shall be entitled to require that the Client nominate only one Associated Bank Account and only one Associated Depository Account as the preferred account for the purpose of facilitating the Client's trading and settlement pursuant to this Document.
- 3.3 The Client shall at all times be the sole holder of each Associated Account provided that PhillipCapital may, at its sole discretion permit the Client to designate accounts in which such Client is a joint account holder as his Associated Account(s), which permission shall not be unreasonably withheld by PhillipCapital. Provided that where an Associated Account is a joint account in accordance with the provisions of this clause, PhillipCapital shall have the right to require that the Client should be the first joint account holder of such account. Without prejudice to the foregoing, in the event that
- (a) any joint account holder refuses to execute and/or revokes the powers of attorney and/or instructions as required by clause 3.4 below, or
  - (b) any joint account holder(s) violates any of the terms of the power of attorney it has executed pursuant to clause 3.4 below,

PhillipCapital shall be entitled to refuse to offer any further Services to the Client until the Client has nominated a new Associated Account in which the concerned joint account holder is not a joint account holder.

The Client shall, forthwith on the execution of this Document, deliver to (i) the Designated Bank and Designated Depository Participant with whom the Client maintains the Associated Accounts, and (ii) to PhillipCapital: a power of attorney and instructions in the PhillipCapital prescribed format(s) (collectively "the Power of Attorney") executed by the Client and all other joint account holders (if applicable) of the Associated Accounts, inter alia, designating such accounts as Associated Accounts for the purposes of this Document, stating full details of the Associated Accounts, confirming and agreeing to the matters stated therein and authorising the Designated Bank or Designated Depository participant (as the case may be) to operate the Associated Accounts on the instructions of PhillipCapital, as more particularly stated in the Powers of Attorney.

The Power of Attorney shall be revocable and in the event of the death, disability, dissolution, winding up or liquidation of any person executing the Power of Attorney the Client (or in case of the Client's demise, disability, etc., the Client's heirs, administrators and executors) shall forthwith inform PhillipCapital and the Designated Bank and Designated Depository Participant with which the Client maintains the Associated Accounts, of the same in writing. In case of death of any person executing the Power of Attorney (other than the Client), PhillipCapital may in its absolute discretion either (i) require the heirs/legal representatives of such deceased person to execute a fresh Power of Attorney as required by Clause 3.4 or, (ii) refuse to offer any further Services to the Client until the Client has nominated a new Associated Account as a replacement to the Associated Account of the Client, of which the deceased donor was a joint account holder.

Where PhillipCapital has permitted the Client to designate as his Associated Account(s) an Associated Bank Account and / or an Associated Depository Account in which the Client is a joint account holder, the Client, the joint account holders and their respective heirs, executors, administrators or assigns shall be liable and obliged, if so required by PhillipCapital to execute from time to time a fresh Power of Attorney in the format(s) prescribed by PhillipCapital and the Client agrees to obtain and submit with PhillipCapital, the Power of Attorney, duly executed by such heirs, executors, administrators or assigns, as the case may be.

The Client and/or the joint account holders (if applicable) of any Associated Account(s) shall not, without prior written consent from PhillipCapital, close an Associated Account or directly or indirectly operate or give instructions in respect of any Associated Account so as to prejudice PhillipCapital rights hereunder or PhillipCapital shall, without prejudice to its rights under this Document or under applicable law, be entitled to recover from the Client, all or any loss suffered by PhillipCapital directly or indirectly on account of such breach from the funds and/or collateral/ margin of the Client available with PhillipCapital.



- 3.8 The Client may, with the prior written consent of PhillipCapital, change or substitute an Associated Account from time to time. In such event the Client and the other joint account holders, if any, of such new Associated Account shall execute a fresh Power of Attorney in the format(s) prescribed by PhillipCapital in accordance with Clause 3.4 herein, and the provisions of this Document relating to Associated Accounts shall apply to such new Associated Account and the account holders of such new Associated Account.
- 3.9 It shall be the responsibility of the Client to ensure that every joint account holder of an Associated Account, as well as such joint account holder's heirs, executors, administrators, successors and assigns comply with all the provisions of this Clause 3 as well as the other provisions/clauses of this Document to the extent that such provisions/clauses are applicable to and/ or require any act or forbearance on the part of the joint account holder. The Client shall indemnify, save, defend and hold harmless PhillipCapital, its directors, employees, partners, agents and Business Associates from and against any and all losses, claims, liabilities and/or expenses which may arise as a result of any failure by the Client to comply with the provisions of this clause 3 and other applicable provisions/clauses of this Document.

#### 4. USER NAME AND PASSWORD

- 4.1 Where applicable, and depending upon the Channels through which any Service is being rendered to the Client, the Client will be entitled to a User Name, Password and/ or such other identification or security code (by whatever name called) which will enable him to access the System. The Client is aware that the PhillipCapital's ITORS System itself generates the initial password and that the PhillipCapital is aware of the same. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the PhillipCapital. In any of the above events specified in Clause 4.1, 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 unauthorized changed by some other person or for any other reason then the Client shall immediately request the PhillipCapital in writing to discontinue his old Password; and thereupon the Trading Member shall cause the PhillipCapital's ITORS System to discontinue the use of the Client's old Password and the PhillipCapital's ITORS System shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the PhillipCapital be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password.
- 4.2 The Client acknowledges that he is fully aware of and understands the risk associated with

availing of a Channel for routing orders over the Internet or the telephone including the risk of misuse and unauthorized use of his Username and/or password by a third party and the risk of a person hacking into the Client Account on the System and unauthorized routing orders on behalf of the Client through the System and unauthorisedly routing orders on behalf of the Client through the System. The Client accepts full responsibility for the monitoring and safeguarding of the Client Account(s) and agrees that he shall be fully liable and responsible for any and all unauthorized use and misuse of his Password and/or Username, and also for any and all acts done by any person through any Channel System using the Client's Username in any manner whatsoever. The Client is aware that PhillipCapital is agreeable to offer the ORS Service and the facility of certain Channels of transmitting orders and instructions over the Internet and telephone on the condition that PhillipCapital is not liable or responsible for the misuse or unauthorized use of the ORS Services or of such Channels. The Client is aware that the Client has the option of not availing the ORS Service and/ or any other Channel that involve the transmission of orders and instructions over the telephone and internet and the Client acknowledges and agrees that the Client has voluntarily opted for the ORS Service and the telephone/ internet enabled Channels hereby agrees to bear all risks, responsibilities and liabilities associated with it.

- 4.3 The Client shall be responsible for keeping the Username, Client ID and Password confidential and secure and shall be solely responsible for all orders entered and trades done by any person through the System using the Client's Username and/or Password whether or not such person was authorized to do so. The Client shall ensure that he is the only authorized user of the Username and/or Password. PhillipCapital shall be entitled to presume that any order or instructions entered or communicated using the Client's username and/or Password is the Client's own order or instruction or that of the Client's duly authorized representative. The Client will be fully responsible and liable for, and will indemnify PhillipCapital, its directors, employees, partners, agents, and Business Associates, against, access and/or use of the Client Account, any Channel, the System or Service by any third party using the Client's username and/or Password. At no point in time shall PhillipCapital be liable for any loss, whether notional, actual, direct or indirect that may be suffered by the Client or any other person on account of the misuse of the Client's Username and Password and the Client shall be solely liable and responsible for the same.
- 4.4 The Client shall immediately inform PhillipCapital in writing of any unauthorized use of the Client's Username and/or Password, with full details of such unauthorized use including the date of such unauthorized use, the manner in which it was unauthorisedly used, the orders/trades/dealings/settlements effected pursuant to such unauthorized use. Notwithstanding the aforesaid, it is clarified for the avoidance of doubt that the Client alone shall be responsible and liable for any or all losses, damages, costs or expenses suffered by the Client or any other person on account of such unauthorized use.
- 4.5 The Client shall log off from the ORS Service at any time the Client is not accessing or using the ORS Service and any liability incurred by the Client as a

- consequence of the Client not logging off the ORS Service shall be borne solely by the Client. Without prejudice to the aforesaid, PhillipCapital reserves the right to time out a Client session and log off the Client from the ORS Service after a pre-determined time.
- 4.6 Without prejudice to the provisions of the aforesaid clause, the Client shall immediately notify PhillipCapital in writing with full details if
- (i) The Client discovers or suspects unauthorized access through the Client's Username, Password or account;
  - (ii) The Client notices discrepancies that might be attributable to such unauthorized access;
  - (iii) The Client forgets the Username or Password
  - (iv) The Client discovers a flaw in the System;
  - (v) The Client does not, on the same day as the Client places an order with PhillipCapital through the System, receive a message from PhillipCapital indicating that the order has been received or executed;
  - (vi) The Client does not receive an accurate written confirmation of an execution; or receives confirmation of an order and/or execution which the Client did not place, or
  - (vii) The Client receives inaccurate information in relation to the Client Account balances, Securities position, collaterals/margins or trade/ transaction history.
- 4.7 The Client agrees that orders, instructions and other communications given or made over the telephone may be routed through PhillipCapital's interactive Voice Response Channel or other telephone System and may be recorded by PhillipCapital. The Client also agrees that such recording and PhillipCapital records of any orders, instructions and communications given or made by the Client or PhillipCapital by electronic mail, fax or other electronic means shall be admissible as evidence .
- 4.8 The Client agrees to provide information relating to his Username, Password and such other information as may be required while placing orders on the telephone to determine the identity of the Client.
- 4.9 The use and storage of any information including, without limitation, the Password, Username, portfolio information, trade/ transaction activity, account balances and any other information or orders on the Client's personal computer shall be at the Client's own risk.
- 4.10 The Client confirms that the orders entered through ORS Service shall be to the Clients account only and not on account of any third party and further that client shall not act as unregistered intermediary for any third party.
- 4.11 The Client agrees that the PhillipCapital shall not be liable or responsible for non-execution of the orders of the Client due to any link/system failure at the Client's/ Member's/Exchange's end.
- 4.12 The client should keep himself updated about corporate actions and take timely action, if any, for taking the benefit of corporate action. PhillipCapital (India) Pvt. Ltd. cannot be held responsible for actual or notional loss, if any, due to non – receipt of corporate action benefit.
- 5. ORDER ROUTING AND EXECUTION**
- 5.1 The Client shall transmit all orders to PhillipCapital by such of the Channels, as the Client is for the time being duly authorized in writing by PhillipCapital to transmit orders through. Provided that PhillipCapital may, in its sole discretion, require any order(s) placed through such Channels as it may from time to time specify, to be followed by a confirmation to PhillipCapital and/or a Business Associate in such manner as PhillipCapital may prescribe from time to time hereafter.
- 5.2 As a precondition for execution of a purchase order, PhillipCapital may in its sole discretion:
- (i) require the Client to maintain, at the time of order placement by the Client, such amounts as Available Funds Balance in the Client Account with PhillipCapital and/or in the Associated Bank Account(s) as represents the full value of the order plus any Brokerage, service tax, transaction charges, associated costs and such mark-up as PhillipCapital may determine; and/or
  - (ii) require the Client to instruct the Designated Bank/ Business Associate with whom the Client maintains the Associated Bank Account, to block the whole or a portion of the balance in one or more Associated Accounts in order to secure the payment of the purchase price of Securities purchased or to be purchased by the Client plus any Brokerage, service tax, transaction charges, associated costs and such mark-up as PhillipCapital may determine, and/or the payment or performance of any other then current or possible future dues or other obligations of the Client; and/or
  - (iii) require the amount of margin for the purchase order as prescribed by PhillipCapital to be available in the Client's margin account, if any with PhillipCapital.
- 5.3 As a precondition for execution of a sale order, PhillipCapital may in its sole discretion;
- (i) require the Client, at the time of order placement to maintain such Securities as Available Stock Balance in the Associated Depository Account(s), as may be determined by PhillipCapital; and /or
  - (ii) require the Client, at the time of order placement to maintain such funds required for margin in the Client Account or Associated Bank Account(s) as may be required by PhillipCapital; and/or
  - (iii) require the Client to instruct the Designated bank and/or the Designated Depository Participant, with whom the Associated Accounts are for the time being maintained, to block/transfer the whole or a portion of the cash and/or Securities balance in one or more Associated Accounts in order to secure the delivery of any Securities sold or

- proposed to be sold by the Client, the payment of margin and/ or the payment or performance of any other then current or possible future dues or other obligations of the Client; and/or
- (iv) require the amount of cash margin for the sale order as prescribed by PhillipCapital to be available in the Client's margin account, if any, with PhillipCapital.
- 5.4 In case of any Security, which is subject of a stop order, the Client shall take steps to cause such stop order to be promptly lifted. Any loss and expense on account of a trade/transaction with regard to such Security shall be borne by the Client alone and the Client hereby agrees to indemnify PhillipCapital, its directors, employees, partners, agents and Business Associates, in this regard.
- 5.5 On the day of placement of any order and/ or any day thereafter, PhillipCapital, in its discretion, shall be entitled to instruct the Designated Bank and/or the Designated Depository Participant, with whom the Associated Accounts are maintained to block, debit and/or transfer the whole or a portion of the balance in or from one or more Associated Accounts in order to secure or effect in favour of PhillipCapital the payment of the purchase price of Securities purchased or to be purchased by the Client, the delivery of any Securities sold or proposed to be sold by the Client and/or the payment or performance of margin and any other dues or obligations of the Client. In addition, PhillipCapital shall be entitled to, at any time, give such instructions to the Designated Bank, Business Associate and/ or the Designated Depository Participant with whom the Associated Accounts are maintained, for the payment or delivery of any amount or Securities which are then or may thereafter become payable or deliverable by the Client to PhillipCapital or any of its Business Associates, and the Client agrees that such Designated Bank, Business Associates and/ or the Designated Depository Participant shall give effect to such instructions, and the Client shall not do or omit to do anything which may prevent such Designated Bank, Business Associate and/ or the Designated Depository Participant from acting on PhillipCapital's instructions.
- 5.6 The Client agrees that to the extent permitted by the law for the time being in force (i) instructions given by PhillipCapital to the Designated Bank, Business Associate and/ or the Designated Depository Participant under Clause 5.5 above to block/ debit and/ or transfer funds or Securities in or to debit or transfer from an Associated Account in connection with a trade/ transaction entered into or to be entered into by the Client with or through PhillipCapital will be given first priority over any instructions or cheques given or issued by the Client or any joint account holder by itself or through any other attorney of the Associated Account, (ii) funds of Securities once blocked on the instructions of the Client or PhillipCapital and/ or a Business Associate in connection with a trade/ transaction entered into or to be entered into by the Client with or through PhillipCapital or any Business Associate can be released only with the express written consent of PhillipCapital or any Business Associates to the designated Bank, any other Business Associate and/ or the Designated Depository Participant, and (iii) if the Client or PhillipCapital has given any blocking, holding, debit or other instructions in respect of any funds or Securities in any Associated Account in connection with a trade/ transaction entered into or to be entered into by the Client with or through PhillipCapital or any of its Business Associate, and the Designated Bank and/ or the Designated Depository Participant with whom the Associated Accounts are maintained, receives transfer, debit or other instructions in respect of such funds or Securities from the Client or any other person, then such Designated Bank and/ or the Designated Depository Participant shall first give effect to the instructions issued by PhillipCapital or its Business Associates.
- 5.7 All orders for dealing or trading in Securities and other instructions routed through the System via the Client's Username or Client ID shall be given and/or deemed to have been given by the Client.
- 5.8 All orders authorized by the Client for the purchase/ sale of the Securities, which may be listed on more than one exchange may be executed on any Exchange by PhillipCapital unless otherwise specifically directed by the Client at the time of submitting the order.
- 5.9 The Client understands that placing an order with PhillipCapital, including a market order, does not guarantee execution of the order.
- 5.10 PhillipCapital shall not be deemed to have received an order unless and until it has actually received the order in the order-receiving module of the Channel concerned. The Client shall not be entitled to presume that any order transmitted by the Client has been received by PhillipCapital until PhillipCapital has confirmed receipt of such order in manner set out in Clause 11.
- 5.11 The acceptance of a contract note/confirmation note by PhillipCapital (as prescribed in Clause 11.1) will establish an enforceable obligation on the part of the Client, and the Client shall be solely liable for, and agrees to indemnify, defend and hold harmless PhillipCapital, its officers, directors, employees agents and/ or Business Associates from and against any and all claims, liability, damages and/ or costs (including but not limited to legal fees) arising from out of or in connection with any order given by the Client.
- 5.12 The Client shall be allowed to trade or deal only during Trading Hours. However, PhillipCapital may at its discretion, agree to receive orders even outside Trading Hours. PhillipCapital may accumulate such orders received outside Trading Hours and route such orders for possible execution when the concerned Exchange next opens for trading.
- 5.13 All orders duly received by PhillipCapital through the System or otherwise through any Channel shall be valid as against the Client until separately cancelled in accordance with the provisions/clauses of this

- Document or automatically cancelled by the Exchange.
- 5.14 The Client agrees to ensure that all orders and instructions which PhillipCapital receives from the Client are absolutely clear and unambiguous; The Client further agrees that PhillipCapital may refuse to execute an incomplete or ambiguous instruction. The Client shall be solely liable for any error made in composing or transmitting an instruction to PhillipCapital.
- 5.15 The Client understands and agrees that with respect to a market order or any other order, the client will receive the price at which the Client's order is actually executed by the Exchange's systems, and such price may be different from the price at which the Security is trading when the Client's order is entered into the System or duly received by PhillipCapital through a Channel. The Client shall not hold PhillipCapital for any loss suffered by the Client due to any price difference.
- 5.16 PhillipCapital may from time to time in its discretion impose and vary limits on the orders and trades which the Client can place and enter into through the System and/ or Service (including margin percentage 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). PhillipCapital may choose not to intimate the Client of the limits and any variation thereof. The Client is aware and agrees that PhillipCapital may need to urgently vary the limits or impose new limits or prohibit or restrict the Client's ability to place orders or trade in Securities through PhillipCapital on the basis of PhillipCapital's risk perception and other factors considered relevant by PhillipCapital, and PhillipCapital may not necessarily inform the Client of the same. The Client agrees that PhillipCapital shall not be responsible or liable for the Client's inability to place any order, enter into any trade and/ or square-off any transaction that PhillipCapital may need to initiate on account of any such variation, imposition, restriction or prohibition.
- 5.17 PhillipCapital shall have the right to refuse or to accept the whole or a part of any order or instruction received by PhillipCapital from the Client, and/ or refuse to execute the whole or a part of any accepted order or instruction, , In particular and without prejudice to the generality of the foregoing. PhillipCapital may refuse to accept or execute the whole or a part of any order or instruction: - (i) based on PhillipCapital risk perception of such order; or instruction; or if PhillipCapital believes that to accept or execute such an order or instruction will or may contravene a law or regulation or if the order is out of the limits of the Available Fund Balance or the Available Stock Balance of the Client.
- 5.18 Though orders will generally be routed through the Exchange's systems within a few seconds from the time the order is placed by the Client on the System, PhillipCapital shall not be liable for any delay in the execution of any order for any reason whatsoever or for any resultant loss on account of the delay.
- 5.19 The Client agrees that PhillipCapital may at its sole discretion subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such an order.
- 5.20 PhillipCapital may at its sole discretion allow or disallow margin trading, subject to Exchange approval at any time, by the Client either generally in relation to the Services or specifically in relation to any particular Security(ies).
- 5.21 PhillipCapital may employ/authorise sub brokers and/ or agents to act on its own behalf or on behalf of the Client in connection with execution of any order or consummation of any other dealing hereunder, and PhillipCapital shall be responsible only for reasonable care in the selection, appointment and/or action of such sub-broker and/or agent.

## 6. TRANSACTIONS AND SETTLEMENTS

- 6.1 The Client's orders and instructions and all contracts, trades and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions and other applicable law. The Client shall be responsible for paying and delivering to PhillipCapital the required funds or Good Delivery Securities within such time as PhillipCapital may specify for fulfilment of the Client's payment and delivery obligations. If the Client fails to deliver the Securities on pay-in day, the securities will go into auction and relevant Exchange rules, bye-laws, regulations shall be applicable. For internal shortages, process as specified in Policies and Procedures shall be applicable. The client agrees and shall ensure that the pay-in of funds and / or securities shall be made from the client bank and demat account respectively and not from any third party's bank and demat account.
- 6.2 PhillipCapital may, but shall not be bound to, at its discretion and at the risk and cost of the Client, at any time Square-off all or any Outstanding Positions of the Client on any/ all Exchange(s) and segment(s) in such manner as PhillipCapital thinks fit and without any prior notice to or approval of the Client. to the extent of settlement/ margin related obligation and other lawful outstanding dues. The Client agrees to bear and pay the losses arising from such Squaring-off. In particular and without prejudice to the generality of the above.
- (a) If the Client has entered into a Short Sale or a Long Purchase then PhillipCapital shall be entitled to, at any time before the Client has Squared-off his Short Sale or Long purchase position Square-off and/ or carry forward the whole or part of the Short Sale or Long purchase position on any day, at the price determined by PhillipCapital or at market price and in any manner as PhillipCapital thinks fit, or permit the Exchange to close out or auction such position; and the aforesaid shall be at the Client's risk and cost including Brokerage, trade transaction charges and penalty on Square-Off/Close-out.

- (b) If the Client has been permitted to do margin trading, subject to Exchange approval PhillipCapital shall be entitled to Square-off the Client's Outstanding position, inter alia, where, in PhillipCapital opinion, the actual loss and/ or the market loss on the Outstanding positions of the Client has breached or may breach the margins maintained by the Client with PhillipCapital, where the margin or collateral placed by the Client and made available with PhillipCapital falls short of PhillipCapital requirements, where any limit given to the Client has been breached or where the Client has defaulted on any existing obligation.
- (c) PhillipCapital may Square-off any Outstanding Position(s) of the client due to all or any of the following:
- (i) the volatility in the market;
  - (ii) any restrictions in relation to volume of trading/outstanding business or margins stipulated by any Exchange, Clearing Corporation/Clearing House and/or PhillipCapital;
  - (iii) delays by the Client in meeting his obligations/dues to PhillipCapital and/or the Clearing Corporation/Clearing House.
- 6.3 PhillipCapital shall have the right to retain and/or set-off and adjust any amounts payable to the Client against any present or future receivables from the Client (whether accrued or contingent). More particularly, PhillipCapital shall have the right to:
- (i) set off and adjust all funds, receivables, collateral/margins of the Client lying with PhillipCapital and/or with the Designated Bank or Business Associate with whom the Associated Bank Account is maintained, and/ or any amounts payable to the Client against all lawful dues and receivables of, and amounts payable by the Client, across segments and/ or Exchanges for the settlement of dues and/or for margin/ collateral requirements, of the Client, without any reference/ notice to the Client.
  - (ii) set off and adjust all Securities of the Client lying with PhillipCapital or with the Designated Depository Participant with whom the Associated Depository Account is maintained across segments and/or Exchanges for the settlement of the Client's Outstanding Positions in any segment of Exchange, without any reference or notice to the Client.
  - (iii) set-off and adjust all funds, receivables, collateral/margins of the Client lying with PhillipCapital and/or with the Designated Bank or Business Associate with whom the Associated Bank Account is maintained and/ or any lawful amounts payable to the Client, as well as all Securities of the Client lying with PhillipCapital and/ or the Designated Depositors Participant with whom the Associated Depository Account is maintained
- in relation to a particular Service, against all present and future dues and receivables of, and amounts payable by, the Client in relation to any other Service or, for the settlement of the Client's Outstanding Positions in relation to any other Service, without any reference to the Client.
- The client hereby waives any and all objection to, and hereby authorizes PhillipCapital to adjust/ appropriate its funds, receivables and margins, collaterals and/or Securities as foresaid.
- 6.4 All Securities and/or funds in the Associated Accounts respectively or in the Client Account or otherwise with PhillipCapital (whether such accounts be single or joint) shall be subject to a lien for the discharge of any all then current or future indebtedness or any other obligation (including contingent indebtedness or obligation) that the Client may have towards or through PhillipCapital and/or its Business Associate; and the same may be held by PhillipCapital as security for the discharge thereof.
- 6.5 In enforcing its set off, lien and/or other rights, PhillipCapital may, in its sole discretion, determine which Securities are to be sold or appropriated, which account is to be debited or which Outstanding Positions are to be closed.
- 6.6 All cheques, drafts, pay orders etc issued by the Client against his/ its pay-in/ collateral/ margin/ other charges etc shall be strictly contain his/ its client code (Trading Account Code) or unique client code. The Client agrees and confirm that any cheques, demand draft, pay order etc issued without such detail shall not be credited in the Client's ledger account unless verification, to the satisfaction of PhillipCapital is produced by the Client, and the Client shall not claim the said amount from PhillipCapital in the event that such amount is credited to any other client's account due to erroneous instructions given by client.
- 6.7 The Client shall not, acting alone or in concert with others, directly or indirectly hold and control derivatives future contracts in excess of the number of permitted futures contracts as fixed from time to time by the Exchange.
- 6.8 The Client shall not exercise a Long Purchase or Short Sale, whether acting alone or in concert with others, directly or indirectly, in excess of the number of permitted futures contracts as may be fixed from time to time by the Exchange.
- 6.9 It is the responsibility of the client to monitor the client wise position limits in respect of securities as specified by the Exchanges from time to time. The client agrees to indemnify PhillipCapital in case of any violation in this regard.
- 6.10 The Client understands that PhillipCapital is acting as an agent of the client and cannot be held liable for transactions executed on the Exchange platform. In case PhillipCapital does not receive payout of funds / securities/ collaterals from the Exchange / Clearing Corporation / Clearing House/ Depository/ Counterparty, then PhillipCapital is not liable to give such payout to the client and PhillipCapital shall not be liable in whatsoever manner and client cannot and will not claim the same from PhillipCapital . In case part payout is received from the Exchange / Clearing Corporation / Clearing House/ Depository/

Counterparty, then client shall also get part payout and client cannot and will not claim the balance payout from PhillipCapital.

In case of fraud/violation/non-compliance of any type by any entity ie. entities involved in clearing and settlement other than PhillipCapital in the process of transactions, clearing and settlement PhillipCapital cannot and will not be held liable in whatsoever manner and client cannot and will not file any claim(s) of whatsoever nature against PhillipCapital in this regard.

#### **6A. Algorithmic (Algo) Trading facility**

The client agrees to the following incase the client avails the Algo trading facility:

- (i) The client is fully aware of and understands the various risks associated with Algo trading facility and shall be fully liable and responsible thereto. The client will comply with rules, regulations, bye-laws, circulars, guidelines, etc of SEBI/ Exchange/PhillipCapital with respect to the algorithmic trading and shall not use or allow the use of algorithmic trading facility to engage in any form of market misconduct including insider trading and market manipulation or such conduct which is otherwise in breach/ violation of applicable laws, rules and regulations. The client shall indemnify and keep PhillipCapital and/or its employees, directors, associates, etc indemnified incase of any violation or misuse of the algo trading facility or any violation of any regulatory guidelines, circulars, etc issued by any regulatory authority
- (ii) The client shall be liable in case of loss (including opportunity/notional loss), damages, fines, penalties, charges, costs, expenses, etc caused to the client due to any interruption, malfunction, error, non-availability, technical glitch or for any other reason of whatsoever nature in the algo trading facility through PhillipCapital and shall not have any claim/complaint of whatsoever nature against PhillipCapital and its employees, directors, associates, etc in this regard..
- (iii) The client agrees to comply with the order to trade ratio prescribed by SEBI/ Exchanges from time to time and will indemnify PhillipCapital incase of any penalty levied by the Exchange in this regard.
- (iv) The client agrees that PhillipCapital has the right to discontinue the algo trading facility anytime at PhillipCapital's sole discretion.
- (v) Without prior approval of PhillipCapital, the client should not do any modification or change to the approved algos or systems used for algos.

#### **7. COLLATERAL & MARGIN**

- 7.1 The Client agrees and undertakes to immediately deposit with PhillipCapital, such amount of, and such type of collateral and margin, as PhillipCapital may in its sole discretion from time to time requires as and by way of an interest free collateral/ margin. The manner in which the Client with PhillipCapital shall validly deposit such collateral margin is set out in Clause 8.
- 7.2 PhillipCapital shall have the sole and absolute discretion to refuse any collateral/ margin offered by a Client. PhillipCapital shall be entitled in its sole discretion to revise the amount of and/ or modify or revise the type of collateral/ margin it shall require from the Client from time to time. PhillipCapital shall also be entitled to prescribe haircut percentages at least at rates prescribed by Exchange(s) from time to time in relation to any collateral/ margin and revise the same at any time without giving any prior notice to the Client. Haircut percentages in relation to collateral/ margins shall be provided by PhillipCapital to the client and shall be otherwise available upon demand at PhillipCapital office(s) and/ or the offices of its Business Associates, and the Client agrees to keep himself updated in respect thereof.
- 7.3 The Client agrees that PhillipCapital shall be entitled in its sole discretion to require the Client to deposit with PhillipCapital a higher collateral/ margin than that prescribed by the Exchange or any other applicable law. PhillipCapital shall also be entitled to require the Client to keep permanently subject to compliance with actual settlement of funds and securities with PhillipCapital a deposit/ collateral/ margin of a value specified by PhillipCapital so long as the Client desires to avail of PhillipCapital Services. If any Security is found not to be of Good Delivery at any time after its deposit with PhillipCapital, PhillipCapital is entitled to reduce the amount attributable to such Security in the Client Account and the Client shall immediately replace the same, failing which PhillipCapital is entitled to revise the limits of the Client and/ or Square-Off any Outstanding Position.
- 7.4 The Client hereby gives to PhillipCapital an irrevocable and unconditional right to appropriate any collateral or margin, without any reference to the Client in order to discharge any lawful indebtedness or any other obligation (including contingent indebtedness or obligation) that the Client may owe to PhillipCapital and/ or Business Associate.
- 7.5 Without prejudice to the provisions of Clause 7.1, 7.2, 7.3 & 7.4 (including the right to refer a matter to arbitration) in case the Client does not provide the required collateral/ margins or other lawful amounts, outstanding debts, etc. within the time frame specified by PhillipCapital, PhillipCapital shall have the right to:
  - (i) Appropriate and/ or transfer and/ or sell all or any Securities cash or collateral in the Client Account and/ or instruct the Designated Bank/ Business Associate and/ or Designated Depository Participant (as the case may be) with whom the Associated Accounts are maintained to sell and/ or transfer all or any funds or

- Securities in any Associated Account and retain the proceeds thereof;
- (ii) Liquidate/ close out/ Square-off all or any Outstanding Positions;
  - (iii) Prevent any new orders from being placed and/or executed by the Client; and/ or
  - (iv) Take such other action as PhillipCapital thinks fit and proper.

PhillipCapital may exercise all or any of the above rights in such manner as PhillipCapital thinks appropriate, without demand for additional margin or collateral, or advance notice or advertisement, on any Exchange or other market where such business can be transacted, at a public auction or by private sale and PhillipCapital and/ or any of its Business Associates may be the purchaser/ seller for its own account. Any prior demand, call or notice given in this regard shall not be considered as a waiver of PhillipCapital right to exercise its rights without any such demand, call or notice.

It is clarified for the avoidance of doubt that all losses, financial charges on account of such liquidation / Closing out as is referred to in clause (ii) above, shall be charged to and borne by the Client.

7.6 PhillipCapital shall be entitled to debit all costs/ expenses incurred by it in relation to or associated with the margins/ collaterals of the client to the client Account.

#### 7.7 **CROSS MARGINING**

a. The Stock Broker agrees to request NSCCL to extend cross margining facility to the Client in the Capital Market Segment subject to the terms and conditions as contained herein and the Client agree to avail the same.

b. The parties agree to be bound by SEBI Circular No SEBI/DNPD/Cir-44/2008 dated 2nd December, 2008 and Circulars issued by SEBI from time to time with respect to cross margining.

c. The parties agree to be bound by the Rules, Byelaws, Regulations and Circulars issued from time to time by NSEIL/NSCCL including provisions with respect to cross margining.

d. The parties agree that cross margin benefit shall be for such positions in one or more trading segments/ clearing segments and shall be subject to such terms and conditions as may be prescribed by NSEIL/ NSCCL if any from time to time.

e. In case of default by the Stock Broker arising out of the positions in one or more clearing segments, the Client agrees and understands that NSCCL may utilise the margins or any other monies furnished in any clearing segment by its Clearing Members, who are clearing and settling the transactions pertaining to the Client, in order to meet the obligations arising out of such positions.

f. In case of default by the Stock Broker arising out of the positions in one or more clearing segments, the Client agrees and understands that the outstanding positions of the Stock Broker in any or all clearing segments may be closed out by NSCCL in accordance with Rules,

Byelaws, Regulations and Circulars issued from time to time by NSCCL.

g. In case where cross margin benefit is to be availed by the Client for transactions executed in Futures and Options Segment, the Client agrees that the Stock Broker shall request the Clearing Member of NSCCL to avail the cross margin benefit for such transactions on behalf of the Client and such cross margin benefit shall also be subject to the terms and conditions mentioned in Clearing Member and trading Member agreement entered into between the Clearing Member and the Stock Broker through whom transactions are cleared and settled by the Stock Broker in Futures and Options Segment and terms and conditions mentioned hereinabove shall be applicable for cross margining in Futures and Options Segment also.

h. The parties agree that notwithstanding anything contained in Account opening documents to the contrary, the parties shall be bound by the above provisions with respect to cross margining.

#### 8. **CREATION OF CHARGE OVER COLLATERAL/ MARGIN**

8.1 PhillipCapital shall from time to time prescribe and/ or vary the manner in which any collateral margin shall be secured in favour of PhillipCapital.

8.2 Without prejudice to the generality of the provisions contained in Clause 8.1 above, PhillipCapital may require the Client to furnish security in all or any of the following forms:.

(a) Securities:

In the case of collateral/ margin, in the form of those equity shares as approved by PhillipCapital from time to time for deposit by the Client as collateral/ margin. The said equity shares shall be secured in favour of PhillipCapital in the following manner:

(i) The Client shall create a pledge over the equity shares that it proposes to secure in favour of PhillipCapital as collateral/ margin, by issuing appropriate pledge instructions to the Associated Depository Participant in the manner prescribed by the Depository concerned from time to time.

(ii) PhillipCapital shall treat such pledge as being valid collateral/ margin only when PhillipCapital is satisfied that the pledge instructions are irrevocable.

(iii) The pledge created shall be a continuing security and may be invoked by PhillipCapital in the manner and in the circumstances set out in clause 7 of this Document. Without prejudice to the foregoing, the pledge may be invoked by PhillipCapital in part.

(iv) Where a Client wishes to reduce its exposure or close all of its Client Accounts with PhillipCapital, PhillipCapital shall be obliged to close the whole or part of any pledge only after the Client has satisfied all dues referred to in Clauses 7.

(v) All costs, charges and expenses incidental to or otherwise in relation to the creation, closure and/ or invocation of a pledge shall be borne by the Client. In the case of collateral/margin in the form of Securities other than those equity shares, as approved by PhillipCapital

- from time to time, for deposit by a client as collateral/ margin, the same shall be secured in favour of PhillipCapital in the manner that shall hereafter be prescribed by PhillipCapital from time to time in relation to various types/ forms of Securities.
- (b) Bank Guarantees: In the case of collateral/ margin in the form of an irrevocable and unconditional bank guarantee, the Client shall procure a bank guarantee, from a bank or other financial institution approved by PhillipCapital from time to time for this purpose, in favour of PhillipCapital in the standard format prescribed by PhillipCapital from time to time.
- (c) Fixed Deposit: In the case of collateral/ margin in the form of a fixed deposit, the Client shall create a fixed deposit, held with a bank or other financial institution approved by PhillipCapital from time to time for his purpose, in favour of PhillipCapital in the standard format prescribed by PhillipCapital from time to time, with such liquidation and pay out instructions as PhillipCapital shall prescribe from time to time.
- (d) Cash: In the case of collateral/ margin in the form of cash, the Client shall deposit such cash with PhillipCapital in the manner prescribed by PhillipCapital from time to time.
- (e) Others: In the case of collateral/ margin of a type or nature other than as aforesaid, that PhillipCapital may from time to time accept as collateral/ margin, the manner in which such collateral/ margin shall be validly deposited with PhillipCapital, shall be such as shall be prescribed by PhillipCapital from time to time in relation to such type of collateral/ margin.
- 8.3 The Client agrees and confirms that PhillipCapital will be the owner of all collaterals (including securities) which may be pledged in favour / transferred to PhillipCapital 's beneficiary account and that such securities shall at all times be free from any prior charge lien or encumbrance whatsoever and that such securities shall be absolute and disposable property of PhillipCapital .  
Without prejudice to any of the foregoing, the client confirms that PhillipCapital shall be entitled to pledge /transfer the said collaterals (including securities) with the Exchange/Clearing Corporation/Clearing House/PhillipCapital and/or its group/associates companies to fulfil the various obligations from time to time.
- 8.4 The securities lying in the associated/designated depository account of the client can be considered and treated for the purpose of margin.
- 8A MUTUAL FUNDS AND OTHER PRODUCTS**
- 8A.1. The client shall authorize the stockbroker by executing a Power of Attorney in the favour of the stockbroker to execute instructions of the client or its authorized representative with regard to the transactions. All instructions given by the client / its authorized representative shall be binding on the client. The stockbroker may furnish a certified copy of the Power of Attorney and other documents on behalf of the client to the Company / Registrar / Mutual Fund or any third party.
- 8A.2. The client agrees that the instructions with regard to the transactions may be in the client's sole name or in the name of the client jointly with other persons.
- 8A.3. The instructions with regard to the transactions may be given through internet or telephone or any other reasonable mode as permitted by the stockbroker.
- 8A.4. The stock broker may refuse to act on any instructions unless they are given in the manner and form acceptable to the stock broker. The client shall not hold the stock broker liable on account of the stock broker acting in good faith on instructions given by the client or its authorized representative.
- 8A.5. The stock broker may at its discretion not carry out the client's instruction where the stock broker has reasons to believe (which discretion of the stock broker the client shall not question or dispute) that the instructions are not genuine or are otherwise improper / unclear / raise a doubt. The stock broker shall not be liable if any instructions are not carried / partly carried out for any reason, whatsoever.
- 8A.6. In case of Mutual Funds, the client agrees and acknowledges that the stock broker shall provide the facilities as provided in this Document only in respect of the select Mutual Funds with whom the stock broker has entered into a separate arrangement / Document.
- 8A.7. The client undertakes to read all the relevant Offer Documents, Key Information Memorandum and addendums thereto and terms and conditions of all schemes of all mutual funds and other issues of securities including but not limited to Initial Public Offerings / Public Offers, Rights issue and Buy Back offers, offered through stock broker's website; before entering into any transactions through the website and agrees to abide by the terms, conditions, rules and regulations as applicable from time to time.
- 8A.8. The client shall ensure that the transactions through the stock broker are executed in accordance with the applicable laws, byelaws, rules and regulations governing the specific investment product. The stock broker may, from time to time, impose and vary limits on the orders which the client may place, including but not limited to exposure limits, turnover limits and limits as to numbers. The client agrees that the broker shall not be responsible for any variation or reduction that may be deemed necessary by the stock broker based on its risk perception and other relevant factors.
- 8A.9. The stock broker shall not be under any duty to verify compliance with any restriction on the client's investment powers
- 8A.10. The client is responsible for the personal and bank related details provided by the client. Neither the stock broker nor any of the Mutual Funds/ Issuers or their respective Registrars shall accept any liability which may arise as a consequence of the erroneous information provided by the client.
- 8A.11. The client agrees that the stock broker is entitled to disclose to a third party, all such information pertaining to the Client as may be required from time to time, for the client to be able to avail of any or all of the services provided by the stock broker under this Document.
- 8A.12. In case of change of address and personal details of the client, the client shall send a letter to the stock broker giving intimation of the change.



- 8A.13. The client agrees and understands that the folio number of the client in respect of the Mutual Fund schemes shall be received by the stock broker from the Asset Management Company.
- 8A.14. The Client agrees that the client shall not, without prior intimation and acknowledgement of the stock broker, deal / liaise with the Issuer Company / Mutual Fund/ Asset Management Company or its respective Registrars in respect of the services availed under this Document.
- 8A.15. Further, any change in the details of the client including but not limited to the Demat account, Bank Account, Address, shall be first intimated to the stock broker who may in turn liaise with the Issuer Company / Mutual Fund / Asset Management Company or its respective Registrars to update such changes. The Issuer Company / Mutual Fund/ Asset Management Company or its respective Registrars may reject such requests and in such an event the stock broker shall not be liable for any such rejection.
- 8A.16. The client further agrees that the client shall not close / change the details of the Demat account / Bank account without prior notification to the Stock broker and the Client agrees that the stock broker may instruct the Depository Participant / Bank of the Client to reject any such request received from the Client.
- 8A.17. The Client shall provide the stock broker with its Permanent Account Number (PAN) and a self attested copy of the same.
- 8A.18. The client acknowledges that the purchase / application instructions shall be processed by the stock broker only after sufficient funds to cover the purchase / application price and other costs and charges are received by the stock broker.
- 8A.19. If after execution of any transaction it is for any reason found that the stock broker has not been provided with sufficient funds by the client, the client shall pay the deficient amount to the stock broker forthwith on demand, failing which the stock broker may (but shall not be bound to) square up the transaction at any time at the client's sole risk and cost. Any loss arising on such squaring up will be borne solely by the client and the client shall pay to the stock broker the additional amount that may be payable by the client.
- 8A.20. The client declares and confirms that the amount being invested by the client either directly or through its Power of Attorney holders, in any schemes of all mutual funds or other securities including but not limited to Initial Public Offerings / Public Offers, Rights issue and Buy Back offers is obtained through legitimate sources and is not held or designed for the purpose of contravention of the provisions of any Act, Rules and Regulations or any statute or legislation or any other applicable Laws or any Notifications, directions issued by any Governmental or Statutory Authority from time to time.
- 8A.21. In case the client is a Non-resident Indian, the client confirms that the funds are remitted from abroad through approved banking channels or from the NRE / NRO / FCNR account.
- 8A.22. If for any reasons, the stock broker is unable to carry out the transactions as instructed by the client to the extent of full quantity of units / securities, the stock broker shall be entitled at its discretion and the client hereby irrevocably authorizes the stock broker to carry out a transaction of a lesser quantity of units / securities. The stock broker shall not be responsible for the non-execution of the client's instructions for the entire quantity or the remaining quantity.
- 8A.23. The client agrees and acknowledges that any instruction given or purported to be given by the client before the cut off time as may be intimated by the stock broker to the client from time to time, will be processed on the same day. Any instruction received after the cut off time will be processed on the next working day, if applicable.
- 8A.24. In case of Mutual Fund, applicable Net Asset Value shall be as per the Offer Document and SEBI Rules and Regulations.
- 8A.25. The client agrees and acknowledges that after the first purchase transaction in any Mutual Fund, the client may not be permitted to transact till the folio number is allotted. The stock broker does not accept any liability for delay in processing time at the Mutual Fund's or Registrar's end.
- 8A.26. The Client acknowledges that the stock broker shall not be under any obligation to provide him with any tax, legal, accounting, investment advice or advice regarding the suitability or profitability of investment of any kind, nor does the stock broker, give any advice or offer any opinion with respect to the nature, potential value or suitability of any particular transaction or investment strategy.
- 8A.27. It is explicitly stated herein and understood by the client that the Mutual Fund Schemes/Offer Documents / other schemes offered by the stock broker, have not been / shall not be understood as recommended by the stock broker.
- 8A.28. The client can view his/ her / its transactions on the website. A physical copy of the transactions statement or the account statement shall be sent by the stockbroker only on a written request from the client.
- 8A.29. In case an application is made for Initial Public Offer / Public Offer / Units of Mutual Fund through the stock broker, the client authorizes the stock broker to collect on client's behalf, the refund amount, if any, from the Issuer Company / Registrar / Asset Management Company/ Mutual Fund and subsequently credit the same to client's Bank account, after set-off/ adjustment of lawful dues payable by the Client on account of obligations incurred in connection with the application. The client further agrees that the stock broker shall not be held responsible for non allotment of securities / units of Mutual Funds either fully or partly to the client, for any reason whatsoever. The stock broker shall not be held responsible in case due to some reason the bid/application/ revision instructions sent by the client is not received by it, or if the bid / application / revision could not be uploaded to the Stock Exchange or could not be sent to the Bankers / Registrar to the issue.
- 8A.30. The stock broker shall not be held responsible for non - receipt / delay in / incorrect receipt of fund, refund if any, from the Registrar/ Company. The stock broker shall not be held responsible for incorrect Tax

- Deduction at Source (TDS) by the Registrar / company, if applicable, or for non-receipt or delay in / incorrect receipt of TDS Certificate, if any from the Registrar /Company/Mutual Fund.
- 8A.31 The stock broker shall not be liable for any loss or damage caused by reason of failure or delay of the mutual fund to deliver any units purchased even though payment has been made for the same or failure or delay in making payment in respect of any units / securities sold though they may have been delivered.
- 8A.32. The client understands that the corporate actions including but not limited to Dividends, declared by the Issuer Company / Mutual Fund shall be directly paid by the Issuer Company/ Mutual Fund to the client.
- 8A.33 The stock broker shall also not be liable to the client for any delay, failure or refusal of the Mutual Fund/ any Issuer Company/ Corporation or other body in registering or transferring units to the names of the clients of for any interest, dividend or other loss caused to the client arising therefrom.
- 8A.34 The client agrees to provide the stock broker with any confirmation / declaration or any other document that the concerned Issuer /Asset Management Company or any other entity may from time to time require the stock broker to collect from the client in respect of the services offered under this Document.
- 8A.35 The stock broker shall not be responsible for any changes in the data of any scheme as carried out in the Offer document or any other documents / material issued by Asset Management company/ Issuer Company/ Mutual Fund.
- 8A.36. The stock broker does not accept any liability for delay in processing time at the Mutual Fund's / Issuer or Registrar's end. The client agrees that the stock broker shall not be liable or responsible for not executing any transactions for any reason, beyond its control.
- 8A.37 Neither the stock broker, nor any of the Mutual Funds / nor the issuer shall be liable for any failure to perform its obligations, to the extent that such performance had been delayed, hindered or prevented by systems failures network errors, delay or loss of data due to the aforesaid, acts of God, floods, epidemics, quarantine, riot or civil commotion and war.
- 8A.38 The stock broker shall provide its services on a best efforts basis. However in respect of mutual funds, other securities, including but not limited to Initial Public Offering, Rights issue, Buy Back Offers offered through its website the stock broker shall not be liable for any failure or for any loss, damage or other costs arising in any way out of:
- System failure including failure of ancillary or associated systems, or fluctuation of power, or other acts of God/force majeure; or
  - Accident, transportation, neglect, misuse, errors, frauds on the part of the client or any agent of the Client or agents or any third party, or
- Any fault in any attachments or associated equipments of the client or
  - Any incidental, special or consequential damages including without limitation of loss of profit.
- 9. CANCELLATION/ MODIFICATION REQUESTS**
- 9.1 The cancellation or modification of an order pursuant to the Client's request is not guaranteed. The order will be cancelled or modified only if the Client's request for cancellation or modification is duly received and the order is successfully cancelled or modified before it is executed. Market orders are subject to immediate execution wherever possible.
- 9.2 The Client shall not be entitled to presume an order as having been executed, cancelled or modified until a confirmation from PhillipCapital is received by the Client in that behalf as the case may be. However, due to technical or other factors and 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, as the case may be, unless and until PhillipCapital has so confirmed in writing.
- 10. BROKERAGE, COMMISSIONS, FEES, SPECIAL FINANCIAL CHARGES AND OTHER CHARGES**
- 10.1 The Client agrees to pay PhillipCapital Brokerage, commission, fees, service tax, other taxes, trade/ transaction expenses, clearing charges, other charges as levied by PhillipCapital from time to time and statutory levies as they exist from time to time and as they apply to the Client Account and trades/ transactions of the Client, the Services and the Channels made available by PhillipCapital to the Client. The Client also agrees that PhillipCapital may deduct and appropriate any of the aforesaid amounts from any amount payable by PhillipCapital to the Client or may instruct the Designated Bank whom the Associated Bank Account is maintained and/ or Business Associate (as the case may be) to transfer such amount to PhillipCapital from an Associated Bank Account.
- 10.2 The Client agrees that PhillipCapital may from time to time in its sole discretion, but subject to the Exchange Provisions, determine and modify the amount of Brokerage, commissions, fees and other amounts payable by the Client after giving a prior notice of 15 days to the client. A schedule of current Brokerage, fees and commissions, applicable service and other taxes and other trade/ transaction expenses shall be provided by PhillipCapital on PhillipCapital Web Site and shall be otherwise available upon demand at PhillipCapital office(s) and/ or the office(s) of Business Associates notified by PhillipCapital for this purpose, and the Client agrees to keep himself updated in respect thereof.
- Provided PhillipCapital may charge brokerage rates at maximum permissible limits in case:
- there is delay in making payment by the client; or
  - forced liquidation of client's securities as per the Terms and conditions, Rights and Obligations and Rules, Bye-law and Regulations of Exchange; or

- (c) If any adverse order/ruling/judgment is passed against the client by Exchange/SEBI/Court/Income tax or any other Regulatory authority; or
- (d) If any regulatory proceeding/investigation has been initiated against the client by Exchange/SEBI/Court/Income tax or any other Regulatory authority.
- 10.3 Without prejudice to any other provision of this Document, the client understand and agrees that PhillipCapital may charge penalty/delayed payment charges at 0.1% per day on the outstanding ledger amount/margin shortfall in cash and derivatives segment and penalty charges according to the Rules, Bye-laws and Regulations of the relevant Exchange and such other charges as may be levied by PhillipCapital from time to time,
- (I) On the dealings made under or pursuant to this Document
- (II) On the balance outstanding payable to the PhillipCapital ;
- (III) For such extra / reasonable costs, including legal fees, incurred by the PhillipCapital for collecting the dues payable by the client to the PhillipCapital , an Exchange, a Clearing Corporation / Clearing House, any agent or sub-broker of the PhillipCapital and / or any other individual, partnerships, corporation, company, organisation, associates, trust or other entity acting for or on behalf of the PhillipCapital
- 10.4 The client agrees, understands and confirms that if exchange / regulatory authority charges any penalty / fine for any non - compliance on clients part (including but not limited to non-payment / shortfall in margins), then such penalty / fine shall be debited to client ledger account and client shall be obliged to make payment for the same.
- 11. CONFIRMATIONS**
- 11.1 Confirmation of receipt of an order by PhillipCapital shall be communicated to the client in the order-confirming module of the Channel through which the order was made. Details of the order-confirming module of each Channel are available on the PhillipCapital Web Site and shall be otherwise available upon demand at PhillipCapital office(s), and the Client agrees to keep himself updated in respect thereof. Upon execution or cancellation of an order for which the client has received a confirmation as aforesaid, PhillipCapital shall issue a contract note or ECN in the format prescribed by the relevant stock exchange confirming execution of the order. Such confirmation note or contract note shall be delivered to the Client within such number of days as shall be prescribed for such delivery in bye-laws, rules, regulations, circulars of SEBI/Exchange. The contract note or confirmation note (as the case may be) may be sent by postal mail, electronic mail or other electronic (including digital form) and this shall be deemed to be a valid despatch thereof by PhillipCapital. It is the responsibility of the Client to review, immediately upon first receipt, whether delivered to him online, by postal mail, by electronic mail or any other electronic means, all confirmation notes/ contract notes of orders or trades.
- 11.2 Without prejudice to the foregoing, the Client agrees and understands that due to technical or other factors, an order which has been received by PhillipCapital may not be immediately confirmed to the Client. Such delay in confirmation shall not entitle the Client to presume that the order has not been received by PhillipCapital and the Client shall remain liable to PhillipCapital for every order of the Client duly received by PhillipCapital.
- 11.3 The Client shall bring any errors in any report/ any communication, contract note or confirmation note of executed trades (including execution prices, securities or quantities) to PhillipCapital's notice in writing, via electronic mail or fax within a reasonable time on receipt of the concerned report, contract note or confirmation note (as the case may be). In all cases, PhillipCapital shall have the right to accept or reject the Client's objection. In case the objection is not received by PhillipCapital within a reasonable time , the report, statement, contract note or confirmation note sent by PhillipCapital shall be deemed to have been accepted by the Client
- 11.4 There may be a delay in PhillipCapital receiving the reports of a trade/transaction status from the respective Exchanges. Accordingly, PhillipCapital may forward to the Client reports, contract notes or confirmation notes in respect of such trades/ transactions that were previously unreported to PhillipCapital or were incorrectly reported to him as being expired, cancelled, or executed. The Client shall not hold PhillipCapital responsible for any losses suffered by the Client on account of 'any late reports/ statements, contract notes or confirmation notes, or any errors in reports/ statements, contract notes or confirmation notes computed by or received from any Exchange/ PhillipCapital.
- 11.5 The Client agrees to receive the confirmation of transactions executed on his/its behalf by way of Electronic Contract Notes (ECN) authenticated by means of digital signature in substitute of the physical contract notes.
- 11.5.1 The Electronic Contract Notes will be deemed to have been delivered at the designated location (specified by Member from time to time) where the Client can log on to the internet site using his/ its username and password. Once the ECN have been delivered at the designated location viz. the internet site the client accepts the same as delivery of the contract note.
- 11.5.2 The ECN will be available from time to time at the Designated location. The Client will be required to save/ print download the contract notes for archiving.

11.5.3 Further, PhillipCapital and the Client hereby agrees to abide by the amendment in ECN from time to time if required, for complying with any statute, Regulation or with the requirements of any competent authority.

11.5.4 The client agrees that non receipt of bounced mail by PhillipCapital through which ECN was sent shall amount to delivery of the contract note.

The Client further agrees to receive electronically/ digitally, such documents required to be sent by PhillipCapital from time to time as specified by any Statute, Regulation or competent authority.

## 12. INVESTMENT ADVICE

12.1 PhillipCapital does not intend to give and the Client acknowledges that PhillipCapital shall not be liable to provide to the Client, any tax, legal or investment advice of any kind or any advice or opinion with respect to the nature, potential value or suitability of any particular securities trade, transaction, investment or investment strategy. The Client understands and agrees that in the event the Client receives or accesses any investment research reports or any investment or other recommendations or advice from PhillipCapital / or any Business Associates (or any employee or official of PhillipCapital /or a Business Associate) or on PhillipCapital Web Site or that of any Business Associates, the same is on a no-liability, no guarantee, no-solicitation and no-obligation basis and any decision, action or omission thereon by the Client shall be entirely at the Client's risk and should be based solely on the Client's own verification of all the relevant facts, financial and circumstantial, a proper evaluation thereof and the Client's investment objectives and PhillipCapital shall not be responsible or liable for the same for any reason whatsoever.

12.2 The Client also acknowledges that PhillipCapital employees, Business Associates and/ or any employee of any Business Associates are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from PhillipCapital, a Business Associate and/ or any of the employees of PhillipCapital and/ or a Business Associate. The Client agrees that in the event of PhillipCapital or any employee or official of PhillipCapital, any Business Associate and or any employee of any Business Associate 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 PhillipCapital shall not be liable or responsible for the same.

## 13. REPRESENTATIONS AND WARRANTIES OF THE CLIENT

13.1 The Client represents and warrants to PhillipCapital that all the information provided and statements made in the Client Registration Application Form or any other document provided by the Client to PhillipCapital and/ or

any Business Associate (whether before or at any time after the date hereof) in relation to the provision of the Services to the Client ("other documents") 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 PhillipCapital has agreed to provide the PhillipCapital Services to the Client on the basis, inter alia, of the statements made in the Client Registration Application Form and other documents. The Client is aware and acknowledges that trading over the Internet, Kiosks, telephone and through computers involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations, and the PhillipCapital Service may at any time be unavailable with no prior notice. PhillipCapital and the Exchange do not make any representation or warranties that PhillipCapital Service will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or PhillipCapital on account of any suspension interruption, non-availability or malfunctioning of the System or Service or the Exchanges' service or systems for any reason beyond its control.

13.2 The Client has the required legal capacity to, and is authorized to, enter into this Document and is capable of performing his obligation and undertakings hereunder.

13.3 All actions required to be taken to ensure compliance with all applicable laws for all the trades/ transactions which the Client may enter into pursuant to this Document shall be completed by the Client prior to entering into such trades/transactions.

13.4 The Client shall abide by the Exchange Provisions, the guidelines, Rules and Regulations of SEBI and the Clearing Corporation/ House and any other pertinent regulatory authority, and the terms that PhillipCapital and PhillipCapital Web Site in force may prescribe from time to time for use of the Services.

13.5 The Client agrees and understands that the use of the Service by Clients, resident or situated outside India, may be subject to the Indian Foreign Exchange Management Act, 1999 and the Rules and Regulations framed thereunder and/ or other international, federal, state and/ or local laws and regulations applicable to such Clients. It shall be the sole responsibility of such Clients to ensure and comply at all times with such and regulations and the Client indemnifies, PhillipCapital, its directors, employees, partners, Business Associates, agents from and against any and all losses, claims, liabilities and/ or expenses which may arise as a result of any failure by the Client to comply with the provisions of this clause 13.6.

13.6 The Client hereby agrees and represents that it has understood and fully appreciate the risk involved in, dealing in Securities and availing of the Services, and agrees to be solely responsible for the investments and trades made by PhillipCapital on his behalf pursuant to any order or instruction from the Client.

#### 14. OTHER DATA

- 14.1 The Client understands that the Exchange and any other supplier of data (including without limitation to a Business Associate) asserts a proprietary interest in all of the market and other data it furnishes, directly, through PhillipCapital or otherwise. The Client understands that the Exchange, such supplier and PhillipCapital do not guarantee the timelines, sequence, accuracy or completeness of the data or any other information, or any messages disseminated by it. Neither PhillipCapital nor the Exchange, nor such supplier shall be liable in any way for incorrect, misleading, incomplete or out-dated data or information, and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.
- 14.2 The Client shall not furnish market information provided by the Exchange, PhillipCapital and/ or a Business Associate to the Client to any other person or entity for consideration or otherwise the Client shall use such information at the client's own risk and cost.
- 14.3 The Client is authorized to use, at the Client's risk, materials which are made available by PhillipCapital Services for the Client's own needs only, and the Client is not authorized to resell or permit access to such materials or to make copies of any such materials for sale or supply to or use by others. The Client will not delete Registered Trademarks, copyright or any other intellectual property rights notices from any such materials.
- #### 15. LIMITATION OF LIABILITY
- 15.1 PhillipCapital does not warrant that the Service will be uninterrupted or error free. The Client's use of the Service is at the Client's sole risk. The Services are offered to the Client on an "as is" and "as available" basis. PhillipCapital does not make, and expressly and specifically disclaims, any representations or warranties of any kind, express or implied regarding the PhillipCapital Services or the System, including without limitation, those of uninterrupted availability, merchantability or fitness for a particular purpose of the Services.
- 15.1.1 Without limiting the generality of the foregoing, PhillipCapital specifically disclaims any guarantee or warranty that (a) the ORS Service and the Channels will be secure, uninterrupted or error free (b) that there are no viruses or harmful content on or in the ORS Service and/ or the PhillipCapital Web Site, or (c) that the content on the PhillipCapital Web Site is correct, accurate, reliable, timely, legal and of any specific quality.
- 15.2 The Client agrees that under no circumstances, shall PhillipCapital or anyone involved in creating, producing, delivering or managing PhillipCapital Services or System be liable for any direct, indirect, incidental, special, general, remote or consequential damages arising out of the use or inability to use or the availability or non-availability of the Services including, but not limited to loss or damage in relation to, (a) loss of profits, trading losses, loss of opportunity or damages that result from interruption, delay or loss of the use of the service (b) any claim, loss or damage attributable to errors, omissions or other inaccuracies in the content or data on the PhillipCapital Web Site or the ORS Service, (c) any unauthorized use, access or alteration or discontinuance of any Services, or (d) any other matter relating to the Services.
- 15.3 Certain Securities may grant the holder thereof valuable rights, that may expire unless the holder takes action. The Client shall be responsible for knowing the rights and terms of all Securities acquired by the Client, PhillipCapital shall not be obliged to notify the Client of any upcoming expiration or redemption dates, or take any other action on the Client's behalf, except as required by law and applicable Exchange Provisions. The Client shall also be responsible for knowing about reorganisations related to Securities which the Client holds including, but not limited to stock splits. If due to a reorganization or book-keeping or data entry error, the Client sells more Security than what is actually owned by the Client, then PhillipCapital shall not be responsible for any losses that the Client may incur by reason thereof.
- 15.4 The Client agrees that PhillipCapital, its directors, employees, partners, agents, and Business Associates shall not be liable or responsible for any loss or liability caused or incurred directly or indirectly due to any act or omission of the Client or any loss of opportunity, actual or perceived, caused directly or indirectly by government restrictions, change in law, act of God, Exchange or market rulings or regulation, suspension of trading, war, earthquakes, flood, accident, strikes, power failure, communication line failure, system or telephone failure, security failure on the internet, equipment or software malfunction, hacking, unauthorized access, theft, strikes, or any problem, technological or otherwise, that might prevent the Client from entering, or PhillipCapital from executing an order, or any other conditions beyond PhillipCapital control.
- 15.5 PhillipCapital shall not be liable for any error or delay in, or omission from, any data, information, or message on PhillipCapital Web Site, the ORS Service and/ or the Service generally, or delayed, interrupted or improper transmission or delivery of any data, information, or message, or any loss or damage arising from or occasioned by the above. Further, PhillipCapital shall not be liable for any failure to execute an invalid, incomplete or inaccurate Client order.
- 15.6 The Client understands and agrees that the Services are being provided by PhillipCapital with the assistance and technology of some of its Business Associates. PhillipCapital disclaims liability and responsibility, and the Client agrees and accepts that PhillipCapital shall not be liable or responsible, for and in relation to any and all loss or damage (real or notional) incurred or suffered by the Client or anyone else as a result of any action, advice, failure or default attributable to a Business Associate.

## 16. INDEMNITY

- 16.1 The Client agrees to indemnify and hold PhillipCapital, its directors, employees, partners, Business Associates, agents harmless from and against any and all claims, losses, liability, costs, expenses (including but not limited to lawyer's fees and penalties or costs imposed by any Exchange and proceedings) arising from, out of, or in connection or in relation to.
- (i) the breach of any obligation by the Client under, or any representation, warranty and/ or covenant made by the Client in, this Document;
  - (ii) any third party's right arising out of the Services rendered by PhillipCapital pursuant to this Document; and
  - (ii) any other wrongful act on the part of the Client.
- 16.2 Neither party shall be responsible/ liable, in any manner, for any violation(s) and/ or breach(es) committed by the other party in complying with its obligations under applicable law, Government notifications, any Rules, Regulations and Guidelines issued by SEBI, the Rules, Bye-laws and Regulations of the relevant Exchange, as well as the rules and regulations of the Clearing House/ Clearing Corporation (as the case may be).

## 17. NOTICE

- 17.1 Any notice, information or other communication to be given by the Client to PhillipCapital in connection with this Document shall be in writing and shall be deemed duly served if delivered personally or by prepaid registered post to the address, and for the attention of the person, set out below:
- To,  
The Managing Director,  
PhillipCapital (India) Pvt. Ltd.  
No. 1, 18<sup>th</sup> Floor, Urmi Estate,  
95 Ganpatrao Kadam Marg,  
Lower Parel West, Mumbai 400013
- 17.2 Any notice, information or other communication to be given by PhillipCapital to the Client in connection with this Document shall be in writing and shall be deemed duly served if sent, by prepaid registered post to the address, or the e-mail address (as applicable) specified by the Client in the Client Registration Application Form as the address and mode of service for all communication to the Client.
- 17.3 Either Party may change their address and/ or the mode by which notices, communications and information is to be delivered to them by the other Party as specified aforesaid, by giving notice of such change to the other Party in the manner prescribed for service of notice to the other Party, by Clause 17.1 and 17.2 (as applicable).
- 17.4 Notwithstanding anything stated above, communication relating to order, margins/ collateral calls, maintenance calls and other similar matters by PhillipCapital to the Client

may at the option of PhillipCapital, be communicated orally and/or by facsimile to the clients or its representative by PhillipCapital or any Business Associate.

## 18. AMENDMENT & SUSPENSION

- 18.1 The Client understands and agrees that PhillipCapital may suspend or discontinue its Services in part or its entirety and change the terms of the Service (including the terms on PhillipCapital Web Site) or this Document at any time and from time to time, and the same will be communicated to the client and shall be binding upon the Client.
- 18.2 Without prejudice to the generality of the aforesaid, PhillipCapital may suspend or terminate the Service without prior notice to the Client, in the event that the Client has breached any terms or conditions of this Document or if PhillipCapital learns of the death, disability, bankruptcy or lack of legal capacity of the Client or where in the perception of PhillipCapital, the continuation of the Services could increase the risks to PhillipCapital, a Business Associate, Exchange or any other authority.
- 18.3 PhillipCapital may at any time amend this Document (and other documents entered into by the Client with PhillipCapital) by modifying or rescinding any of its existing provisions or clauses or conditions or by adding any new provisions or conditions as per the rules, bye-laws, regulations, circulars of SEBI/ Exchange after giving prior notice to the Client . PhillipCapital may inform such changes to the client through letter/email client's back office login or host the same on its website. Continued use of PhillipCapital Service after such notice will constitute acknowledgement and acceptance of such amendment(s).

## 19. ASSIGNMENT

The Client shall not assign any right and obligations hereunder without obtaining prior written consent from PhillipCapital.

## 20. TERMINATION OF THIS DOCUMENT

- 20.1 This Document shall stand terminated by mutual consent of the parties hereto by giving at least 30 (thirty) days notice to each other in writing.
- 20.2 PhillipCapital may terminate this Document:
- (i) with immediate effect in the event of a breach of any of the terms and conditions of this Document by the Client; or
  - (ii) by giving 30 days notice to the Client without being required to assign any reasons therefore.
- 20.3 The provisions of Clauses 15, 16, 25, 26 and this Clause 20.3 shall survive the termination of the Document.
- 20.4 This Document shall be forthwith terminated on the death, insolvency, liquidation, winding up, dissolution, as the case may be, of the Client and upon such termination, the Client and his legal heirs, executors and assigns and/or his accounts shall remain liable for all outstanding dues payable by the Client to PhillipCapital on account of any trading or dealing done by the Client, prior to termination.

## 21. SEVERABILITY

In the event of any provision(s) of this Document being held to be or becoming invalid, unenforceable or illegal for any reason or if it is in contravention of the Rules, Regulations and Bye-laws of the Exchange(s), such invalidity, unenforceability, illegality or contravention shall attach only to such provision, and this Document shall remain otherwise in full force apart from the said provision which will be deemed deleted. The validity of the remaining provisions shall not be affected thereby and this Document shall be carried out as if any such invalid or unenforceable or contravening clause or condition was not contained herein. PhillipCapital shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose as the deleted provision to the greatest extent possible.

## 22. WAIVER

22.1 No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Document shall in any way affect, diminish or prejudice the right of such party to require the performance of that or any other provision of this Document or be considered to be a waiver of any right, unless specifically agreed in writing. Except as specifically permitted in this Document, no provision of this Document can be, nor be deemed to be waived, altered, modified or amended unless agreed to in writing and signed by an authorized officer of PhillipCapital. No waiver of any single breach or default under this Document shall be deemed a waiver of any other breach or default.

22.2 Notwithstanding anything stated elsewhere in this Document but subject to the proviso hereinafter appearing, PhillipCapital shall have the right to, in its sole discretion, waive in whole or in part all or any of the provision of this Document which require the Client to maintain Associated Account(s) and/ or any other provision(s) of this Document. In case of such waiver:

- (i) the provisions of this Document relating to Associated Accounts and the operation thereof (and/ or any other waived provisions) shall be construed accordingly, and
- (ii) in the absence of any Associated Bank Account, all payments by or to the Client shall be effected through and/or by a cheque/ Demand draft/ Pay Order of a bank acceptable to PhillipCapital (which may be a bank other than the Designated Bank) or in such other manner as PhillipCapital may specify; and
- (iii) in the absence of any Associated Depository Account, all deliveries of Securities by or to the Client shall be effected through any depository account acceptable to PhillipCapital or in such other manner as PhillipCapital may specify. Provided

always that notwithstanding anything stated above, PhillipCapital shall have the right, at any time in its sole and absolute discretion to withdraw such waiver in whole or in part without assigning any reasons.

## 23. PARTICIPATION

During the currency of the Document, it shall be the duty of the Client to inform PhillipCapital immediately of any change in constitution, identity by change of name, residential status or any other information as provided by the Client at the time of entering into this Document. The Client shall ensure that he shall not deal through PhillipCapital on the Exchange of which the Client is registered as a broker or sub-broker.

## 24. ACTING AS A SUB BROKER:

The Client agrees that he will not act or represent himself/ itself as Sub-Broker of PhillipCapital without prior written permission of PhillipCapital and without obtaining certificate of registration from Securities and Exchange Board of India (SEBI).

## 25. DISPUTE RESOLUTION

Any claim, dispute or difference arising between the Parties hereto in respect of this Document or any contracts, trades, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this Document or the interpretation or construction of this Document shall be subject to the grievance redressal procedure of the concerned Exchange and shall be subject to the arbitration procedure as prescribed by the Rules, Bye-laws, Regulations of the Exchange and circulars issued thereunder from time to time. PhillipCapital and the Client are aware of the provisions of the Bye-Laws, Rules and Regulations of the concerned Exchange relating to arbitration.

## 26. COMPLIANCE WITH PMLA GUIDELINES

The client confirms and undertakes that the client will comply with the provisions of the Prevention of Money Laundering Act, 2002. PhillipCapital may be required to report the details of the transactions undertaken by the clients to the concerned authorities if they are suspicious according to PhillipCapital's understanding.

## 27. SHARING OF INFORMATION

27.1 The Client agrees to immediately furnish information to PhillipCapital in writing in the event that:

- (a) any winding up petition or insolvency petition, or order has been filed or passed against the Client;
- (b) any garnishee order has been served upon Client or in respect of the Client's obligations;
- (c) any litigation has been filed against the Client;
- (d) any order, decree or award is passed against the Client; and/or
- (e) any other event or circumstances occurs that has or is likely to have an adverse effect on the financial position of the Client.

27.2 Upon receipt of information from the Client as aforesaid, PhillipCapital shall be entitled to take such action (in its absolute discretion) as it may consider

necessary in order to protect its own interests, including without limitation, liquidating/ closing out all outstanding positions of the Client to the extent of settlement/ margin related obligation and other lawful outstanding dues. Any and all losses, financial charges and/or incidental expenses incurred by PhillipCapital on account of such liquidation/closing out shall (at the discretion of PhillipCapital), be reimbursed by the Client/charged to and borne by the Client/ deductible by PhillipCapital from the monies and/ or Clients collateral/ margin available with PhillipCapital.

27.3 Similarly, PhillipCapital agrees to inform Client of the following:

- (a) the Derivative contract specifications and associated obligations of the Client;
- (b) the daily settlement position and daily obligations of the Client in relation to its dealings in Derivatives through the Member; and
- (c) the account (of the Client with the Member) status/ any movement in the price of the Derivatives against the Client at the end of the day.

27.4 PhillipCapital discloses herewith that it does undertake Proprietary trading.

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

For Office Use:

For Client Use:

<b>For PhillipCapital (India) Pvt. Ltd.</b>	<b>The Client's Signature / Authorised Signatory</b>
Signed by :	Signed by : (S)
Title :	Title :
PhillipCapital ( India) Pvt. Ltd.	Name of Client :
Witness Name :	Witness Name :
Witness Signature	Witness Signature
Witness Name :	Witness Name :
Witness Signature	Witness Signature



Date: \_\_\_\_\_

**PhillipCapital (India) Pvt. Ltd.**

No1, 18th Floor, Urmi Estate,  
95, Ganpatrao Kadam Marg,  
Lower Parel West, Mumbai -400 13  
Dear Sir(s)

**Sub: Running Account Authorisation**

I / We am / are aware that as per the SEBI / Exchange requirements, the settlement of funds / securities is to be done within one working day of the payout. I / We am / are also aware and understand that it is difficult to manage repeated payments/delivery with respect to all secondary market transactions. Also, I/we desire to use my / our securities and monies as margin / collateral without which we cannot deal / trade.

Therefore, I/We hereby request and authorize you to maintain my account as a running account(s) which will entail that all securities and funds due to us on payout shall be withheld with yourselves beyond the stipulated deadlines and given to us only on demand. You shall transfer the funds / securities lying in our credit within one working day of my / our request if the same are lying with you and within three working days from the request if the same are lying with the Clearing Member/Clearing Corporation.

I / We further authorize you to debit the securities / funds from my / our running accounts and make pay-in of securities / funds to exchanges / clearing corporations / other receiving party(ies) to settle my / our trades / dealings. Subject to your discretion and valuation please treat my / our securities and funds lying to my/our credit in running accounts as margin / collateral for my / our dealings / trading.

I/We further authorize you to debit/credit/transfer the funds / securities between the various segments of the same Exchange and / or between the Exchanges to clear / set off / adjust my/our debit balance or various dues payable to you / Exchange(s).

I / We acknowledge that I / We can revoke the above mentioned running account authority at any time by sending a written signed instruction through registered post (RPAD).

I/We request you to settle my fund / securities account once in every calendar quarter / once in a calendar month or such other period as allowed by SEBI/Stock Exchange(s) from time to time . This amount should be released based on my/our specific request. I/ We confirm you that I will bring to your notice any dispute arising from the statement of account or settlement so made in writing preferably within 7 working days from the date of receipt of funds/securities or statement of account or statement related to it, as the case may be in writing at your registered office.

In case I / We have an outstanding obligation on the settlement date, you may retain the requisite securities/funds towards such obligations and may also retain the funds / securities expected to be required to meet margin obligations for next 5 trading days, calculated in the manner specified by the exchanges.

Client Signature: Ⓢ \_\_\_\_\_

Client Name: \_\_\_\_\_

Note: The authorization shall be signed by the client only and not by any authorised person on his behalf or any holder of the Power of Attorney. In case of a partnership/company then the authorized partners/directors/authorized signatories should sign along with the stamp/seal.

Date:

To,  
**PhillipCapital (India) Private Limited**  
No. 1, 18<sup>th</sup> Floor, Urmi Estate,  
95 Ganpatrao Kadam Marg,  
Lower Parel West, Mumbai 400013

Dear Sir(s)

**Sub: Request and confirmation for sending Electronic Contract Notes (ECNs), Account Statements / Other Communications, Documents etc. on my Email ID**

I/ We hereby request you to send the contract notes, account statements for funds / securities in an electronic form (ECN) and other digitally signed communications / documents via email on my / our email ID as under:

Email id: \_\_\_\_\_

Client Signature  \_\_\_\_\_

In this regard I/We hereby undertake & confirm the following:

1. To complete the necessary formalities that is required under the provisions of the Information Technology Act, 2000 for getting the above facility. I/We shall initially download the specified software (signature verifier utility) or any other software as may be advised by you from time to time on our computer and the same shall be used for receiving, viewing, storing the Contract Notes, Bills, Ledgers, Transaction statement (Statement of Funds / Securities), reports, letters, circulars, etc. that shall be sent by you from time to time in respect of the trades/ transactions that have been executed by me/us through you.

2. Contract Note, Bills, Ledgers, Transaction statement (Statement of Funds / Securities), report, letter, circulars, etc sent by you from time to time to my/our email id shall be deemed to have been delivered to me /us and it shall be presumed that the same is in order unless any discrepancies are highlighted by me / us in writing to you preferably within 7 days of receipt of the same . I/We confirm that non-receipt of bounced mail notification by you from my / our email id shall amount to delivery of the contract notes / other communications at my / our above mentioned e-mail ID. Wherever the ECNs have not been delivered or has been bounced / rejected, you shall send a physical contract note to me/us.

3. Any change in my / our email ID shall be communicated by me / us to you through a physical letter duly signed by me / us.

4. In case of my/our written request for physical Contract Note, Bills, Ledgers, Transaction statement (Statement of Funds /Securities), reports, letters, circulars, etc, it shall be as per mutually agreed terms and I/we shall personally collect or may sent at address specified in requesting letter.

5. I/We hereby state that handing over of the said contract note(s) / bill(s) / Ledgers / Confirmation notes or any communication in respect of my /our transactions relating to my /our trading account with you at addresses mentioned in my / our request letter shall be treated as due discharge of your obligation under the Rules and Regulations and Bye-Laws of SEBI and the Stock Exchange(s).

6. Contract notes, bills, ledgers, account / transaction statements (statement of funds/ securities), circulars, reports may also be kept on your website which can be downloaded by me/us through the back office login id and password provided by you to me / us.

7. The above services may require to, use password /digital signature and I/We shall be responsible for confidentiality and proper use at all times of password/ digital signature for all transactions initiated through these services.

Name: \_\_\_\_\_ Signature  \_\_\_\_\_

## POWER OF ATTORNEY

### TO ALL TO WHOM THESE PRESENTS SHALL COME,

I/we whose name and address appears on the signature page of this Power of Attorney (also herein after referred to as client)

OR

I/We, whose name appears on the signature page of this Power of Attorney a partnership firm duly registered under the provisions of Indian Partnership Act, 1932 and having our place of business at address mentioned on the signature page of this Power of Attorney through its partners for the time being(also herein after referred to as client)

OR

I/We, whose name appears on the signature page of this Power of Attorney, a company incorporated under the Companies Act, 1956and having its registered office mentioned on the signature page of this Power of Attorney (also herein after referred to as client) hereby grant this Power of Attorney in favor of the entity whose name and address is mentioned on the signature page of this POA (hereinafter referred to as "POA holder") which expression shall mean and include its successors

### SEND GREETINGS:

WHEREAS:

1. I/We am/are the sole / joint and beneficial holder of the savings/ current/ other funds account(s), details whereof are set out in Schedule 1 hereto, (the aforesaid savings / current/ other funds account(s) is/ are hereinafter referred to as the "Specified Funds Account(s)". The banks/ entities with whom the Specified Funds Account(s) are held, as more particularly set out in Schedule 1 are hereinafter referred to as the "Specified Fund Entity (ies)".

2. I / We am / are the sole / joint holder of the demat account(s), details whereof are set out in Schedule 2 hereto, (the aforesaid demat account(s) is / are hereinafter referred to as the "Specified Depository Account(s)". The depository participants with whom the Specified Depository Account(s) are held, as more particularly set out in Schedule 2 are hereinafter referred to as the "Specified Depository Participant(s)".

3. I / We wish to become a client of, and participate on my / our own behalf, in the various services offered by POA holder

4. In order to participate in, and avail of, the various services of POA holder, I / We understand that I / We am / are required to enter into the documents referred to in Schedule 3 hereto (the "Related Documents"), with POA holder in the standard formats in which such documents are entered into by POA holder with its other clients from time to time.

5. I / We have read the terms and conditions of the Related Documents, and am / are desirous of permitting the Specified Funds Account(s) and the Specified Depository Account(s) to be designated as the Associated Funds Account(s) and the Associated Depository Accounts(s) respectively, as defined in, and for the purposes set out in one or more of the Related Documents.

6. As consideration for, and a pre-condition to, my / our availing of the various services and becoming a client of POA holder, and for that purpose and in order to facilitate the proper execution of all deals, trades, transactions and services of or on behalf of myself / ourselves contemplated under the various Related Documents (various services includes without limitation trades, deals and / or transactions for purchase, sale, investment, borrowing or lending in shares & securities, scrips, stocks, bonds, debentures, mutual fund units, units of collective investment scheme or any other security or financial instrument, derivatives (including but not limited to forwards, futures, swaps, options), purchase, sale, investment, subscription of Public Provident Fund, National Savings Scheme and other savings schemes of Government of India or other undertakings, Fixed Deposits, or order for purchase,sale, borrowing or lending of or application for any offer or public issue of shares & securities and to sell securities in my / our behalf in any buy back or open offers made by the issuers of such securities or to make applications in my / our name for margin trading facility, or for making investments and to give effect to all the terms of the Related Documents) I / We am / are desirous of appointing POA holder and do hereby nominate, constitute and appoint POA holder as my true andlawful attorney and confer upon POA holder all the rights and powers hereinafter stated.

NOW KNOW YE ALL BY THESE PRESENTS WITNESSETH that I/We do hereby nominate, constitute and appoint POA holder (acting through its employees, directors and agents) as my / our true and lawful attorney to do, execute and perform or cause to be done, executed and performed the following acts, deeds, matters and things or any of them for and on my / our behalf namely:

1. To operate the Specified Funds Account(s) and to view transactions entered and monies available in, to block (in part or in full) monies in, transfer (in part or in full) monies from, deposit monies into, create lien on any monies and/ or give instructions to the Specified Fund Entity (ies) in respect of the Specified Funds Account(s) on my/our behalf in order to effectually complete and give effect to every and any trade, deal and transaction made or ordered by me/us, and to meet obligations between myself/ourselves and POA holder under the terms of the Related Documents.

2. To operate the Specified Depository Account(s), to view transactions entered and securities available in, block securities (in part or in full) in, transfer securities (in part or in full) from, deposit securities into, create pledge on any securities and/or give instructions to the Specified Depository Participant(s) in respect of the Specified Depository Account(s) on my/our behalf in order to effectually complete and give effect to every and any trade, deal and transaction made or ordered by me/us, and to meet the obligations between myself/ourselves and POA holder under the terms of the Related Documents.

3. To sign and execute on my/our behalf all documents and other instructions in relation to the Specified Funds Account(s) and the Specified Depository Account(s), as well as give instructions to the Specified Fund Entity(ies), Specified Depository Participant(s) in relation to the Specified Funds Account(s) and the Specified Depository Account(s) respectively.
4. To debit my/our ledger account maintained with POA holder for fees/charges etc. and to discharge all financial obligations relating to transactions undertaken by me/us on any of the Stock Exchanges.
5. To instruct the POA holder to debit securities to the specified depository account and/or transfer securities from the specified depository account to pool/collateral /margin/any other beneficiary account of POA holder as specified in Schedule 4 to the extent of shares sold through the POA holder for pay in obligation as well as for margins towards any Stock Exchange in all segments.
6. To make, sign and submit applications investment products including but not limited to IPO's, subscription / redemption of mutual fund units etc. as may be instructed to be applied for by me / us in terms of the Related Documents and to do all things necessary for and incidental to availing // investment products by me / us including but not limited to pledging of scrips, stocks, securities, bonds, debentures, mutual fund units, shares received in IPO's, units of any collective investment scheme or any other security or asset class or financial instrument on behalf of me / us through POA holder
7. To utilize the funds lying to the credit of my / our trading account(s) in NSE / BSE / MSEI / or in any other Exchange for payment, in connection with availing investment products by me / us including but not limited to pledging of scrips, stocks, securities, bonds, debentures, mutual fund units, shares received in IPO's, units of any collective scheme or any other security or financial instrument through POA holder.
8. To generally do and perform all acts, deeds and things as may be necessary for or incidental to provision of aforementioned services and facilities to me / us including giving intimations, confirmation, undertaking etc. on my / our behalf to effectually complete any and all terms of the Related Documents.
9. To send consolidated summary of scrip-wise buy and sell positions taken with average rates to me / us by way of SMS / email on a daily basis.
10. To transfer my / our securities for my / our margin / delivery obligations arising out of trades executed by me / us.
11. To consider and/or treat the securities lying in my/our Specified Depository account for the purpose of margin.
12. To pledge my / our securities for meeting margin requirements in connection with the trades executed by me / us.
13. To apply for various products like Mutual Funds, Public issues (shares as well as debentures), rights, offer of shares, tendering shares in open offers etc. on my / our instructions.
14. To transfer funds from my / our bank account(s) for meeting the settlement obligations / margin requirements in connection with the trades executed by me / us.
15. To transfer funds from my / our bank account(s) for recovering any outstanding amount due from me / us arising out of my / our trading activities.
16. To transfer funds from my / our bank account(s) for meeting obligations arising out of me / us subscribing to such other products / facilities / services through POA holder like Mutual Funds, Public Issues (shares as well as debentures), rights, offer of shares in etc.
17. To transfer funds from my / our bank account(s) towards monies / fees / charges etc. due to POA holder as broker / Depository / Principal payable by virtue of me / us using / subscribing to any of the facilities / services availed by me / us on my / our instance.
18. To do off market transfer of securities to related demat accounts as specified in the Schedule 5.
19. To return me/us the securities or fund that may have been received erroneously or those securities or fund which POA holder was not entitled to receive.
20. To fulfill my / our unsettled obligations/payments for transactions executed on my/our behalf or any other obligation(s) during the validity of this Power of Attorney. I / We further agree and understand that POA holder will not be held liable for losses, if any, for all acts, deeds, actions undertaken to fulfill my / our obligations / payments for transactions executed on my behalf.
21. To do or omit to do all such acts and things as POA holder may in its discretion consider to be necessary or desirable in order to exercise its powers hereunder or to comply with any laws, regulations or directions of any government or regulatory authorities.
22. To retain all originals of documents executed by me / us.
23. To operate and to give delivery / receipt instructions, borrowing and lending instructions, pledge creation instructions, pledge closure instructions and to do all such other things that may be necessary in the course of business relating to operation of existing depository account as per Schedule 2 with POA holder Depository Participant with National Securities Depository Limited /Central Depository Services (India) Ltd. or towards the obligation(s) for transactions done on NSE, BSE, , MSEI and any other exchange in India.
24. I / We hereby understand and agree to advise any change, revoke without notice, this Power of Attorney in writing duly signed by me / us to "Head - Operations" at your registered head office address and the same should be duly acknowledged by "Head - Operations". Such changes shall be made by POA holder and intimated back to me / us by "Head - Operations" in writing. The date of such intimation shall be the date from which such changes will come into effect.
25. I/We hereby agree at all times to approve, approbate, ratify, confirm and indemnify and keep indemnified POA holder for all and whatever POA holder and/ or any of its employees, directors or agents shall lawfully do or cause to be done by virtue of these presents.
26. I/we have read and fully understood this Power of Attorney.

INCASE of HUF	
Name of co-parceners	Signature

**SCHEDULE 1**

**Details of Specified Funds Account(s) maintained with Specified Funds Entity (ies)**

Name of Account Holders \_\_\_\_\_

1.Account No : \_\_\_\_\_ 1. \_\_\_\_\_

2.Account Type : \_\_\_\_\_ 2. \_\_\_\_\_

3.Maintained with \_\_\_\_\_ 3. \_\_\_\_\_

Branch of \_\_\_\_\_ bank

**SCHEDULE 2**

**Details of Specified Depository Account(s) maintained with Specified Depository Participant(s)**

1. \_\_\_\_\_

2. \_\_\_\_\_

**SCHEDULE 3**

**List of the "Related Documents"**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. Such other documents that I/We and \_\_\_\_\_ may from time to time enter into hereafter in relation to the provision of the services by \_\_\_\_\_ to the me/us.

**SCHEDULE 4**

**Detail of Demat Account (s) of POA Holder:**

(1) 10000306 (2) 10000410 (3) 10418714 (4) 10409691 (5) 10000129 (6) 10306513 (7) 10306425

(8) 10000403 (9) 1203790000000049 (10) 1203790000047299 (11) 1203790000101632

(12) 1203790000000068 (13) 1203790000006891 (14) 1203790000000034 (15) 1203790000000015

(16) 1203790000047324 (17) 1203790000047305

**Detail of Bank Account(s) of POA Holder:**

ICICI Bank - 000405004621 (CASH), 623505376585 (F&O) , 000405102175

Standard Chartered Bank - 22105006188 (CASH), 22105004320 (F&O)

**SCHEDULE 5**

**Details of related Demat Account (s)**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

IN WITNESS WHERE OF, I/We the said \_\_\_\_\_ have hereunto set and subscribed my hand(s) to this writing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed and Delivered By

(S) \_\_\_\_\_

(S) \_\_\_\_\_

(S) \_\_\_\_\_

**Signature of First Holder/Client**

**Signature of 2nd Holder/Client**

**Signature of 3rd Holder/Client**

Name and Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

in the presence of

Sign \_\_\_\_\_

Witness 1 Signature \_\_\_\_\_

Witness 2 Signature \_\_\_\_\_

Before me,

Notary Public

We accept: (POA Holder)

For **PhillipCapital(India) Pvt Ltd.**

Address: 18th floor, Urmi Estate, Lower Parel (West), Mumbai - 400013

To,  
**PhillipCapital (India) Pvt Ltd.**  
Lower Parel (West),  
Mumbai - 400013

**Sub: Request for higher exposure for intraday trading and authority to square off open positions**

I / We understand that based on my / our specific request, PhillipCapital may allow me / us higher exposure limits for trading on intra-day basis in Cash as well as Derivatives segment.

I / We also understand that due to volatility, margin shortfall, assessment of risk of open positions in my / our account vis-à-vis margins / collaterals available in my / our trading account and / or other factors, PhillipCapital may square off / liquidate all or any of such open position(s) at anytime without giving any notice to me / us. Such squaring off / liquidation shall be done without any obligation and at the sole and absolute discretion of PhillipCapital.

I / We confirm that I / we shall not question, claim or complaint for any loss / opportunity loss that I / We may incur as a result of such square off / liquidation action taken by PhillipCapital.

**(S)**  
**Signature of client:**

## **FATCA / CRS DECLARATION FOR INDIVIDUAL ACCOUNTS**

(Mandatory for each Account Holder)

Note – If you have any questions about your tax residency, please consult your professional tax advisor.

<b>Name of Account Holder :</b>	
<b>Country of Birth</b>	
<b>Country / ies of Citizenship</b>	

Are you a tax resident of any country other than India      Yes       No

If yes, please indicate all countries in which you are resident for tax purposes and the associated

<b>Name of Country</b>	<b>Tax ID Number below. Tax Identification Number / Other Equivalent Number</b>	<b>Identification Type</b>

### **Declaration:**

1. I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief correct and complete. In case of any change in the above given status on a future date, I undertake to inform PhillipCapital India Pvt Ltd. (PCIPL) the same within 30 days.

2. I agree that if I am a U.S. Person or tax resident of a reportable foreign jurisdiction (other than U.S.) requiring reporting under FATCA/CRS or any other laws, my account details, as required under Inter Governmental Agreement (IGA)/ Multilateral Competent Authority Agreement (MCAA) signed by Indian Government, would be reported by PCIPL to the relevant tax authority.

3. If my Country of Birth is US, I am providing a certificate of relinquishment of citizenship (loss of nationality) OR a self certification for stating reasons for not having such a certificate despite relinquishing US citizenship OR not obtaining US citizenship at birth.

4. I hereby confirm that details as provided by me above can be shared by PCIPL with the concerned entities/authorities to whom FATCA/CRS norms are applicable.

5. I also understand that as may be required by domestic or overseas regulators/tax authorities, PCIPL may also be constrained to withhold payouts of any sum from my account or close or suspend my account (s).

<b>Client's Signature</b>	<b>(S)</b>
<b>Date</b>	

**CONFIRMATION FOR A POLITICALLY EXPOSED PERSON AND ITS RELATED PERSONS**

**Are you**

- Head of State; or
- Head of Government; or
- Politician; or
- Government/judicial/military officer; or
- Senior executive of state-owned corporation; or
- Political party official; or

Family member or close relative of any of the above said person(s) ♦

Yes  No

If Yes,

Whether you/your said relative are/is or have been entrusted with prominent public functions in a foreign country?

Yes  No

If Yes, provide the details. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Provide the Source of Fund and wealth

\_\_\_\_\_

\_\_\_\_\_

Any time in future if there is any change in the status as declared above I declare and undertake to promptly inform you in writing.

The details mentioned above are true and correct and I am aware that a false declaration could render me liable to action under the applicable act, rules and regulations.

Thanking you.

Yours truly,

Ⓢ

(Client Name & Signature)

Date: \_\_\_\_\_

♦Note: Family member or close relative means spouse, children, parent, brother,sister and parent of the spouse.



## TRADING AUTHORISATION

To  
**PhillipCapital (India) Private Ltd.**  
No. 1, 18<sup>th</sup> Floor, Urmi Estate,  
95 Ganpatrao Kadam Marg,  
Lower Parel West, Mumbai 400013

Date:

Dear Sir(s)

### TRADING AUTHORISATION AND APPOINTMENT OF TRADING AGENT FOR THE CAPITAL MARKET THE DERIVATIVES MARKET AND CURRENCY DERIVATIVES MARKET

#### Authorisation and Appointment

1. Mr/Mrs/M/s \_\_\_\_\_ and his/her/their employees or nominated persons or agents or any person advised by them ("the Trading Agent"), Passport Number/PAN.NO \_\_\_\_\_ and contact number/s \_\_\_\_\_ whose address is \_\_\_\_\_

AND

Mr/Mrs/M/s \_\_\_\_\_ and his/her/their employees or nominated persons or agents or any person advised by them ("the Trading Agent"), Passport Number/PAN.NO \_\_\_\_\_ and contact number/s \_\_\_\_\_ whose address is \_\_\_\_\_

has been appointed and authorised by me/us as my/our agent to place orders on my/our trading accounts (including trading accounts for the purchase and sale of or other dealing in securities, spot or forward or derivatives, Currency Derivatives for and on my/our behalf in my/our name (whether solely or jointly with others).

2. I/We understand that pursuant to this appointment and authorisation, the Trading Agent will place orders on the trading account maintained in my/our name (whether solely or jointly with others) with you ("the Account"). These orders may be placed in whichever mode/channel available and offered by PhillipCapital (India) Private Ltd.

#### Indemnification

3. In connection with the authority vested by me/us in the Trading Agent, I/we agree that you are authorised to and shall have no liability for following the instructions of the Trading Agent, I/we agree therefore that you shall not at any time incur any liability whether to me/us or to anyone claiming through me/us or any other third party with respect to any damage, losses, costs, expenses liabilities or lost profits sustained or alleged to have been sustained as a result of your following the Trading Agent's instructions. I/we further agree to pay on demand any debit balance on my/our account and to promptly meet all margin requirements, as a result of the Trading Agent's instructions.

### **Authority to trade for other accounts**

4. I/We hereby notify you that I/we have no objection to the Trading Agent having at present or at any time in the future, the authority to trade for one or more accounts with you (including but not limited to trading on his own account, on a joint account held by him with one or more persons, as an authorised trader of a corporation or as the agent of one or more accounts held by any of your customers with you).

### **Consent to Commission Sharing and Remittance Authorisation**

5. I/We understand that the Trading Agent, either at present or in the future, may request that you share and remit a portion of the commission charged to my/our Account, consequent upon transactions and/or trading through or in connection with the Account, directly to him for his benefit in consideration for him agreeing to my/our Account and I/we hereby notify you that I/we understand and expressly agree to such payment being made directly to his benefit only if the trading agent is a registered intermediary with the Exchanges / SEBI. For the avoidance of doubt, I/we further expressly states that I/we am/are fully aware of the potential for conflict of interest on the part of the Trading Agent and/or yourselves vis-à-vis myself/ourselves and accepts and consents to the same.

### **Disclosure of Information**

6. I/We hereby authorise you to release to the Trading Agent information he may require from time to time (including but not limited to the contracts, bills, daily statements).

### **Successors**

7. The authorisation and indemnity contained herein shall inure to the benefit of your successors and assigns.

### **Principal liability**

8. I/we fully understand that I/we will be principally liable for the actions of the Trading Agent and that the Trading Agent is not your servant or agent but my/our agent.

Yours faithfully

Name: \_\_\_\_\_ Signature:  \_\_\_\_\_

### **Acceptance by Trading Agent**

I/We, \_\_\_\_\_ (“the Trading Agent”) Passport Number/  
PAN No. \_\_\_\_\_ hereby accept my/our appointment and the  
terms thereof  
as set out above.

Signature: \_\_\_\_\_

Date \_\_\_\_\_

To,  
**PhillipCapital (India) Pvt. Ltd.**  
18th floor, Urmi Estate, Lower Parel (West),  
Mumbai - 400013

**Sub: Acknowledgement of receipt of KYC documents**

I/We hereby confirm that I/We have read, understood and received the copies of KYC documents which are provided to me/us in separate booklet (Booklet B). The KYC document booklet (Booklet B) includes the following:

- (i) Rights and Obligations of the Stock Broker and client including additional rights and obligations incase of internet and wireless technology based trading) prescribed by SEBI and Stock Exchanges,
- (ii) Rights and Obligations for Securities Lending and Borrowing scheme (SLBS) ,
- (iii) Uniform Risk Disclosure Document (RDD) prescribed by SEBI and Stock Exchanges,
- (iv) Guidance Note detailing Do's and Don'ts for trading in the Stock Exchanges
- (v) Policies & Procedures (paragraph 8 of SEBI circular no. MIRSD/SECIR-19/2009 dated December 3, 2009) etc.
- (vi) Information on Prevention of Money Laundering Act 2002(PMLA)
- (vii) Other Terms and Conditions and documents (Voluntary documents)

I/we acknowledge that I/we have received the said Booklet as well as the Tariff Sheet with above mentioned documents.

**(S)**  
**Signature of the Client**

Annexure 3  
**Mutual Fund Service System (NSE) and StarMF (BSE) facility**

To,  
Distribution Dept.  
PhillipCapital (India) Pvt. Ltd.  
No. 1, 18<sup>th</sup> Floor, Urmi Estate,  
95 Ganpatrao Kadam Marg,  
Lower Parel West, Mumbai 400013

Date: \_\_\_\_\_

Sir,

Sub: Facility under Mutual Fund Service System (MFSS) of NSE and StarMF Platform of BSE

I/We \_\_\_\_\_ am/are registered as your client with Client Code No. \_\_\_\_\_ and have executed the documents for the purpose of trading in the Capital Market segment of National Stock Exchange of India Ltd.(NSE) and Bombay Stock Exchange of India (BSE).

I/We am/are interested in availing the MFSS (NSE) and StarMF (BSE) facility of both the Exchanges for the purpose of dealing in the units of Mutual Funds Schemes permitted to be dealt with on the MFSS and StarMF of both the Exchanges.

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

I/We are willing to abide by the terms and conditions as mentioned in the Circular dated \_\_\_\_\_ and as may be specified by the Exchanges from time to time in this regard.

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

I/We shall read and understand the contents of the of the Scheme Information Document and Key Information Memorandum, addenda issued regarding each Mutual Fund Schemes with respect to which I/we choose to subscribe/redeem. I/We further agree to abide by the terms and conditions, rules and regulations of the Mutual Fund Schemes.

I/We agree to pay you a brokerage of 0.50% and 0.25% for equity and debt fund transaction entered / executed by me/us through you respectively.

I/We further agree that the brokerage rates may be revised by you from time to time and same shall be intimated to me/us.

I/We therefore request you to register me/us as your client for participating in the MFSS and StarMF.

Thanking you,

Yours faithfully,

Ⓢ

Details of terms & conditions for the Investor / Client for using New MFSS and StarMF facility

**1. Pre-requisites for becoming Investor / Client for the New MFSS and StarMF facility**

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

**2. Terms and Conditions**

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

Signature of the Client (S)

**CDSL**

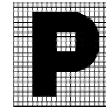
**DEMAT ACCOUNT**

**CLIENT REGISTRATION APPLICATION FORM**

**(FOR INDIVIDUAL)**

**PHILLIPCAPITAL (INDIA) PVT. LTD.**

No 1, 18th Floor, Urmi Estate, 95, Ganpatrao Kadam Marg,  
Lower Parel West, Mumbai 400 013.



Version. NO.30.03

**PhillipCapital****Central Depository Services (India) Limited - CDSL KYC FORM****ADDITIONAL KYC FORM FOR OPENING A DEMAT ACCOUNT**

Application No	Date :
DP Internal Reference No.	
DP ID - 12037900	Client ID -

(To be filled by the applicant in **BLOCK LETTERS** in English)

I/We request you to open a demat account in my/ our name as per following details

**Holders Details**

Sole / First Holder's Name		PAN-
		UID-
Second Holder's Name		PAN-
		UID-
Third Holder's Name		PAN-
		UID-

Status	Sub status
<input type="checkbox"/> Individual	<input type="checkbox"/> Individual Resident <input type="checkbox"/> Individual-Director <input type="checkbox"/> Individual Director's Relative <input type="checkbox"/> Individual HUF / AOP <input type="checkbox"/> Individual Promoter <input type="checkbox"/> Minor <input type="checkbox"/> Individual Margin Trading A/C (MANTRA) <input type="checkbox"/> Others(specify) _____
<input type="checkbox"/> NRI	<input type="checkbox"/> NRI Repatriable <input type="checkbox"/> NRI Non-Repatriable <input type="checkbox"/> NRI Repatriable Promoter <input type="checkbox"/> NRI Non-Repatriable Promoter <input type="checkbox"/> NRI – Depository Receipts <input type="checkbox"/> Others (specify) _____
<input type="checkbox"/> Foreign National	<input type="checkbox"/> Foreign National <input type="checkbox"/> Foreign National - Depository Receipts <input type="checkbox"/> Qualified Foreign Investor <input type="checkbox"/> Others (specify) _____

**Details of Guardian (in case the account holder is minor)**

Guardian's Name		PAN -
Relationship with the applicant		

I / We instruct the DP to receive each and every credit in my / our account (If not marked, the default option would be 'Yes')	[Automatic Credit] <input type="checkbox"/> Yes <input type="checkbox"/> No
I/We would like to instruct the DP to accept all the pledge instructions in my/our account without any other further instruction from my/our end (If not marked, the default option would be "NO")	<input type="checkbox"/> Yes <input type="checkbox"/> No
Account Statement Requirement	<input type="checkbox"/> As per SEBI Regulation <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly
I/ We request you to send Electronic Transaction-cum-Holding Statement at the email ID	<input type="checkbox"/> Yes <input type="checkbox"/> No
I/We would like to share the email ID with the RTA	<input type="checkbox"/> Yes <input type="checkbox"/> No
I/We would like to receive the Annual Report <input type="checkbox"/> Physical/ <input type="checkbox"/> Eletronic / <input type="checkbox"/> Both Physical & Electronic (Tick the applicable box. If not marked the default option would be in Physical)	
Do you wish to receive dividend / interest directly in to your bank account given below through ECS? (If not marked, the default option would be 'Yes') [ECS is mandatory for locations notified by SEBI from time to time ]	<input type="checkbox"/> Yes <input type="checkbox"/> No

**BANK DETAILS (DIVIDEND BANK DETAILS)**

Bank Name / Full Branch address with city, state, country and pin code:	
Account Number	
Account Type:	<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others-In case of NRI/NRE/NRO
Bank Code MICR Number (9 digit)	
IFSC code (11 character)	

- (i) Photocopy of the cancelled cheque having the name of the account holder where the cheque book is issued, (or)  
(ii) Photocopy of the Bank Statement having name and address of the BO  
(iii) Photocopy of the Passbook having name and address of the BO, (or) (iv) Letter from the Bank  
In case of options (ii), (iii) and (iv) above, MICR code of the branch should be present / mentioned on the Document

<b>Gross Annual Income (details (Please tick (✓)))</b> <input type="checkbox"/> Below 1 lac <input type="checkbox"/> 1 - 5 lacs <input type="checkbox"/> 5-10 lacs <input type="checkbox"/> 10-25 lacs <input type="checkbox"/> > 25 lacs OR Net-worth in Rs. (Net worth should not be older than 1 year) _____ as on date <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> D D M M Y Y Y Y
<b>Occupation</b> <input type="checkbox"/> Private sector service <input type="checkbox"/> Public sector <input type="checkbox"/> Government service <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Agriculturist <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> Forex Dealer <input type="checkbox"/> Others (Please specify) _____
Please tick, if applicable: <input type="checkbox"/> Politically exposed person    ; <input type="checkbox"/> Related to a Politically exposed person. For definition of Politically exposed person (PEP), please refer guideline overleaf.

<b>SMS Alert Facility</b> Refer to Terms & Conditions	MOBILE NO. +91 _____ [(Mandatory , if you are giving Power of Attorney ( POA)] (if POA is not granted & you do not wish to avail of this facility, cancel this option).
Transactions Using Secured Texting Facility (TRUST). Refer to Terms and Conditions Annexure-2.6	I wish to avail the TRUST facility using the Mobile number registered for SMS Alert Facility. I have read and understood the Terms and Conditions prescribed by CDSL for the same <input type="checkbox"/> Yes <input type="checkbox"/> No I/We wish to register the following clearing member IDs under my/our below mentioned BO ID registered for TRUST
Easi	To register for easi, please visit our website <a href="http://www.cdslindia.com">www.cdslindia.com</a> . Easi allows a BO to view his ISIN balances, transactions and value of the portfolio online
Stock Exchange Name /ID	Clearing Member Name      Clearing member Id (Optional)

**Nomination Details**

Nomination Registration No.		Dated	
-----------------------------	--	-------	--

I/We the sole holder / Joint holders / Guardian (in case of minor) hereby declare that:

I/We **do not wish to nominate any one for this demat account.**

I/We **nominate** the following person who is entitled to receive security balances lying in my/our account, particulars whereof are given below, in the event of my / our death.



Full Name of the Nominee :				Photograph of Nominee  sign across photograph
Address :				
City:		Pin Code		
Country :		State		
Telephone No:		Fax no		
PAN		UID		
E-mail ID:				
Relationship with BO (If any) :				
Date of Birth (Mandatory if nominee is a minor)				

As the nominee is a minor as on date, to receive the securities in this account on behalf of the nominee in the event of the death of the Sole holder / all Joint holders, I/We appoint following person to act as **Guardian**:

Full name of Guardian of Nominee:				Photograph of Guardian  sign across photograph
Address :				
City:		Pin Code		
Country :		State		
Telephone No:		Fax no		
E-mail ID:				
Relationship of Guardian with Nominee :				

This nomination shall supersede any prior nomination made by me / us and also any testamentary document executed by me / us.

Note : Two witnesses shall attest signature(s) / thumb impression(s)

Details of the Witness		
	<b>First Witness</b>	<b>Second Witness</b>
Name of witness		
Address of witness		
Signature of witness		

I/We have read the terms & conditions rights and obligations and agree to abide by and be bound by the same and by the Bye Laws as are in force from time to time. I / We declare that the particulars given by me/ us above are true and to the best of my/our knowledge as on the date of making this application. I/We agree and undertake to intimate the DP any change(s) in the details / Particulars mentioned by me / us in this form. I/We further agree that any false / misleading information given by me / us or suppression of any material information will render my account liable for termination and suitable action. In case non resident account, I/we also declare that I/we have complied and will continue to comply with FEMA regulations

	Name	Signature
<b>First/Sole Holder or Guardian (in case of Minor)</b>		Ⓢ
<b>Second Holder</b>		Ⓢ
<b>Third Holder</b>		Ⓢ

(Signatures should be preferably in black ink ).

---

**Acknowledgement Receipt**

**Application No.:**

**Date:**

We hereby acknowledge the receipt of the Account Opening Application Form:

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

**Depository Participant Seal and Signature**

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

### Definitions:

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

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

### Availability:

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

### Receiving Alerts:

1. The depository shall send the alerts to the mobile phone number provided by the BO while registering for the service or to any such number replaced and informed by the BO from time to time. Upon such registration / change, the depository shall make every effort to update the change in mobile number within a reasonable period of time. The depository shall not be responsible for any event of delay or loss of message in this regard.
2. The BO acknowledges that the alerts will be received only if the mobile phone is in 'ON' and in a mode to receive the SMS. If the mobile phone is in 'Off' mode i.e. unable to receive the alerts then the BO may not get / get after delay any alerts sent during such period.
3. The BO also acknowledges that the readability, accuracy and timeliness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. The depository shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
4. The BO further acknowledges that the service provided to him is an additional facility provided for his convenience and is susceptible to error, omission and/ or inaccuracy. In case the BO observes any error in the information provided in the alert, the BO shall inform the depository and/ or the DP immediately in writing and the depository will make best possible efforts to rectify the error as early as possible. The BO shall not hold the depository liable for any loss, damages, etc. that may be incurred/ suffered by the BO on account of opting to avail SMS alerts facility.
5. The BO authorizes the depository to send any message such as promotional, greeting or any other message that the depository may consider appropriate, to the BO. The BO agrees to an ongoing confirmation for use of name, email address and mobile number for marketing offers between CDSL and any other entity.
6. The BO agrees to inform the depository and DP in writing of any unauthorized debit to his BO account/ unauthorized transfer of securities from his BO account, immediately, which may come to his knowledge on receiving SMS alerts. The BO may send an email to CDSL at [complaints@cdslindia.com](mailto:complaints@cdslindia.com). The BO is advised not to inform the service provider about any such unauthorized debit to/ transfer of securities from his BO account by sending a SMS back to the service provider as there is no reverse communication between the service provider and the depository.
7. The information sent as an alert on the mobile phone number shall be deemed to have been received by the BO and the depository shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert.
8. The depository will make best efforts to provide the service. The BO cannot hold the depository liable for non-availability of the service in any manner whatsoever.
9. If the BO finds that the information such as mobile number etc., has been changed with out proper authorization, the BO should immediately inform the DP in writing.



**PhillipCapital ( India) Pvt. Ltd.**

No. 1,18<sup>th</sup> Floor, Urmi Estate,  
95, Ganpatrao Kadam Marg,  
Lower parel West, Mumbai –400 013  
Email:- dpopérations@phillipcapital.in  
Tel.: 91 (22) 24831919 Fax: 91 (22) 24942057

**CSI205P**

A/c Opening	Nil
Account Maintenance payable p.a. upfront	Rs. 400
Documentation charges	Nil
Upfront collection against DP Transaction charges	Nil
Total Upfront Payment	Rs 400
Market Purchase	NIL
Market Sale	0.02 % (Min Rs 12) + CDSL charges
Off-Market Purchase	NIL
Off-Market Sale	0.04%( Min Rs.20) + CDSL Charges
Custody	NIL
Demat Charges	Rs. 50 per cert
Postage for Demat Request	Rs 150
Remat	Rs 10. + CDSL Charges
Postage for Remat Request	Rs 150
Pledge Creation	0.01% (Min Rs 50) + CDSL Charges
Pledge Confirmation	Rs 25/-
Pledge Closure	Rs 50/-
Confirmation of Pledge closure	Rs 25/-
Pledge invocation	Rs 25/-
Extra Statement Charge	NIL
Inter-Depository Delivery Charges	0.04% (Min Rs 20/-) +CDSL charges
Inter-Depository Receipt Charges	NIL

**Notes:**

- 1) All the % in the above tariff would be computed on the value of transaction as computed by **CDSL**
- 2) These rates are subject to revision by PCIPL and CDSL
- 3) CDSL charges Rs.500/- as AMC for Corporate Account
- 4) Late/Same day Instructions are accepted at client's risk.
- 5) Cheque bouncing charge at Rs 561/- per instance shall be levied
- 6) Stamp Papers/POA charges used if any will be charged extra at actual.
- 7) Rs.15/- will be charged on all failed and rejected transactions
- 8) Rs.15/- will be charged on all failed and rejected pledge transactions
- 9) Service Tax as applicable would be levied
- 10) CDSL charges Rs 5.50/- for sale transaction and Rs12/- for pledge creation/ Closure and PledgeInvocation.
- 11) Clients will be sent transaction statements every monthly provided there is a transaction.
- 12) Transaction statement charges ( applicable for client opting for Hard copy statements ) Rs. 35/- .
- 13) The scheme once selected will be valid for a period of one year and will be automatically renewed at the end of the year unless a written communication in the prescribed format is received.
- 14) I / We agree to pay the charges as set out herein above subject to any change therein from time to time and specifically authorize you to debit all types of dues / charges as set out herein above to my / our Trading account ledger no. \_\_\_\_\_ having with you in the \_\_\_\_\_ Segment of NSE and / or BSE
- 15) Three years upfront Annual Maintenance charges (AMC) shall be levied in case holding suspended scrip(s) in demat account at the time of receipt of account closure/ stock transfer request.

**I/We accept the above Scheme No.**

⑤ \_\_\_\_\_  
Signature 1<sup>st</sup> holder

⑤ \_\_\_\_\_  
Signature 2<sup>nd</sup> Holder

⑤ \_\_\_\_\_  
Signature 3<sup>rd</sup> Holder

To,  
**PhillipCapital (India) Pvt. Ltd.**  
No. 1, 18<sup>th</sup> Floor, Urmi Estate,  
95 Ganpatrao Kadam Marg,  
Lower Parel West, Mumbai 400013

Dear Sir/Madam,

**Sub: Acknowledgement of receipt of Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories**

I/we hereby confirm and acknowledge that I/we have received the copy of Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories.

	Signature
First Holder	Ⓢ
Second Holder	Ⓢ
Third Holder	Ⓢ

**NSDL**

**DEMAT ACCOUNT**

**CLIENT REGISTRATION APPLICATION FORM**

**(FOR INDIVIDUAL)**

**PHILLIPCAPITAL (INDIA) PVT. LTD.**

No 1,18th Floor, Urmi Estate, 95,Ganpatrao Kadam Marg,  
Lower Parel West, Mumbai - 400 013

**ADDITIONAL KYC FORM FOR OPENING A DEMAT ACCOUNT**

Application No	Date :
DP Internal Reference No.	
DP ID -IN302164	Client ID -

(To be filled by the applicant in **BLOCK LETTERS** in English)

I/We request you to open a demat account in my/ our name as per following details

**Holders Details**

Sole / First Holder's Name		PAN -
Second Holder's Name		PAN -
Third Holder's Name		PAN -

For HUF, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc. although the account is opened in the name of the natural persons, the name and PAN of the HUF, Association of Persons (AOP), Partnership firm, Unregistered Trust, etc. should be mentioned above.

Name: \_\_\_\_\_ PAN: \_\_\_\_\_

**Type of Account (Please tick whichever is applicable)**

<b>Status</b>	<input type="checkbox"/> Ordinary Resident	<input type="checkbox"/> NRI-Repatriable	<input type="checkbox"/> NRI-Non Repatriable	
	<input type="checkbox"/> Qualified Foreign Investor	<input type="checkbox"/> Foreign National	<input type="checkbox"/> Promoter	<input type="checkbox"/> Margin
	<input type="checkbox"/> Others(specify) _____			
In case of NRIs/Foreign National	RBI Approval reference no. RBI Approval date.			

**BANK DETAILS**

Bank Name	
Full Branch address with city, state, country and pin code	
Account no.	
Account Type: Saving/Current/ Others-In case of NRI/NRE/NRO	
MICR Number (9 digit)	
IFSC code (11 character)	

**Gross Annual Income (details (Please tick (✓) )**

Below 1 lac      1 - 5 lacs      5-10 lacs      10-25 lacs      > 25 lacs

OR

Net-worth in Rs. (Net worth should not be older than 1 year) \_\_\_\_\_ as on date 

□	□	□	□	□	□
U	U	M	M	Y	Y

**Occupation**

- Private sector service     Public sector     Government service     Business     Professional  
 Agriculturist     Retired     Housewife     Student     Forex Dealer  
 Others (Please specify) \_\_\_\_\_

Please tick, if applicable:  Politically exposed person     Related to a Politically exposed person. For definition of Politically exposed person (PEP), please refer guideline overleaf.

**STANDING INSTRUCTIONS**

1	I/We authorize you to receive credits automatically into my/our account	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Account to be operated through Power of Attorney	<input type="checkbox"/> Yes <input type="checkbox"/> No





## DECLARATION

The rules and regulations of the Depository and Depository Participants pertaining to an account which are in force now have been read by me/us and I/we have understood the same and I/we agree to abide by and be bound by the rules as are in force from time to time for such accounts. I / We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case of any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it. In case non resident account, I/we also declare that I/we have complied and will continue to comply with FEMA regulations.

	Name	Signatures
<b>First / Sole Holder or Guardian (in case of sole holder is Minor)</b>		(S)
<b>Second Holder</b>		(S)
<b>ThirdHolder</b>		(S)

### Notes:

1. All communication shall be sent at the address of the Sole/First holder only.
2. Thumb impressions and signatures other than English or Hindi or any of the other language not contained in the 8th Schedule of the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate
3. Instructions related to nomination, are as below
  - i. The nomination can be made only by individuals holding beneficiary owner accounts on their own behalf singly or jointly. Non- individuals including society, trust, body corporate, partnership firm, karta of Hindu Undivided Family, holder of power of attorney cannot nominate. If the account is held jointly all joint holders will sign the nomination form .
  - ii. A minor can be nominated. In that event, the name and address of the Guardian of the minor nominee shall be provided by the beneficial owner.
  - iii. The Nominee shall not be a trust, society, body corporate, partnership firm, karta of Hindu Undivided Family or a power of Attorney holder. A non-resident Indian can be a Nominee, subject to the exchange controls in force, from time to time.
  - iv. Nomination in respect of the beneficiary owner account stands rescinded upon closure of the beneficiary owner account. Similarly, the nomination in respect of the securities shall stand terminated upon transfer of the securities
  - v. Transfer of securities in favour of a Nominee shall be valid discharge by the depository and the Participant against the legal heir
  - vi. The cancellation of nomination can be made by individuals only holding beneficiary owner accounts on their own behalf singly or jointly by the same persons who made the original nomination. Non- individuals including society, trust, body corporate, partnership firm, karta of Hindu Undivided Family, holder of power of attorney cannot cancel the nomination. If the beneficiary owner account is held jointly, all joint holders will sign the cancellation form .
  - vii. On cancellation of the nomination, the nomination shall stand rescinded and the depository shall not be under any obligation to transfer the securities in favour of the Nominee.
4. Strike off whichever is not applicable

### Acknowledgement

Participant Name, Address & DP ID

Received the application from Mr/Ms \_\_\_\_\_ as the sole/first holder alongwith \_\_\_\_\_ and \_\_\_\_\_ as the second and third holders respectively for opening of a depository account. Please quote the DP ID & Client ID allotted to you in all your future correspondence.

**Date:**

**Participant Stamp & Signature**

## Terms and Conditions – cum- Registration/ Modification form for receiving SMS Alerts from NSDL

### **1.1 Definition**

In these Terms and Conditions, the following terms shall have the following meanings:

“Alerts” or “Facility” means the customized messages with respect to specific events/transactions relating to an Investor’s Account sent as Short Messaging Service (“SMS”) over mobile phone to the Investor;

“Investor” means the person who holds an Account;

“Account” means the demat account of the Investor with NSDL maintained through its Depository Participant;

“ISIN” means an International Securities Identification Number assigned to a security;

“CSP” means the cellular service provider through whom the Investor or NSDL receives the mobile services.

### **1.2 Availability**

1.2.1 NSDL at its sole discretion may discontinue the Facility at any time by providing a prior intimation through its website or any other medium of communication. NSDL may at its discretion extend the Facility to investors who register mobile phones originating outside India.

1.2.2 The Alerts would be generated by NSDL and will be sent to the investors on the mobile number provided by the investor and the delivery of the Alert would be entirely based on the service availability of the service provider and connectivity with other cellular circles of the CSPs or in circles forming part of the roaming GSM network agreement between such CSPs. The Alerts are dependent on various factors including connectivity and, therefore, NSDL cannot assure final and timely delivery of the Alerts.

1.2.3 The investor will be responsible for the security and confidentiality of his/her Mobile Phone and mobile phone number to be used for this Facility.

### **1.3 Process**

1.3.1 This Facility provides Alerts to investors over mobile phones for the debits (transfers) that have taken place in their accounts, a day after the debit (transfer). These Alerts will be sent to those investors who have requested such a Facility and have provided their mobile numbers to their Depository Participants. Alerts will be sent if the debits (transfers) are up to five ISINs in a day. Investors who have provided their mobile numbers to Depository Participants but do not wish to avail of this Facility may do so by informing their Depository Participants accordingly.

1.3.2 The investor is duty bound to acquaint himself/herself with the detailed process for using the Facility and interpreting the Alerts for which NSDL is not responsible for any error/omissions by the investor.

1.3.3 The investor acknowledges that the Alerts will be implemented in a phased manner and NSDL may at a later stage; as and when feasible, add more Alerts. NSDL may, at its discretion, from time to time change the features of any Alert. The investor will be solely responsible for keeping himself/herself updated of the available Alerts, which shall, on best-effort basis, be notified by NSDL through its website or any other medium of communication.

### **1.4 Receiving Alerts**

1.4.1 The investor is solely responsible for intimating in writing to his/her Depository Participant any change in his/her mobile phone number and NSDL will not be liable for sending Alerts or other information over his/her mobile phone number recorded with NSDL.

1.4.2 The investor acknowledges that to receive Alerts, his/her mobile phone must be in an ‘on’ mode. If his/her mobile is kept ‘off’ for a specified period from the time of delivery of an Alert message by NSDL, that particular message may not be received by the investor.

1.4.3 The investor acknowledges that the Facility is dependent on the infrastructure, connectivity and services provided by the CSPs within India. The investor accepts that timeliness, accuracy and readability of Alerts sent by NSDL will depend on factors affecting the CSPs and other service providers. NSDL shall not be liable for non-delivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to the investor.

1.4.4 NSDL will endeavor to provide the Facility on a best effort basis and the investor shall not hold NSDL responsible/liable for non-availability of the Facility or non performance by any CSPs or other service providers or any loss or

damage caused to the investor as a result of use of the Facility (including relying on the Alerts for his/her investment or business or any other purposes) for causes which are attributable to /and are beyond the control of NSDL. NSDL shall not be held liable in any manner to the investor in connection with the use of the Facility.

1.4.5 The investor accepts that each Alert may contain certain account information relating to the investor. The investor authorizes NSDL to send any other account related information, though not specifically requested, if NSDL deems that the same is relevant.

### 1.5 Withdrawal or Termination

1.5.1 NSDL may, in its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time. NSDL may suspend temporarily the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the temporary suspension of the Facility.

1.5.2 Notwithstanding the terms laid down in clause 1.5.1 above, either the investor or NSDL may, for any reason whatsoever, terminate this Facility at any time. In case the investor wishes to terminate this Facility, he/she will have to intimate his/her Depository Participant accordingly.

### 1.6 Fees

1.6.1 At present, NSDL is levying no charge for this Facility on the Depository Participants. The investor shall be liable for payment of airtime or other charges, which may be levied by the CSPs in connection with the receiving of the Alerts, as per the terms and conditions between the CSPs and investors, and NSDL is in no way concerned with the same.

### 1.7 Disclaimer

1.7.1 This Facility is only an Alert mechanism for the investors and is not in lieu of the Transaction Statements required to be provided by the Depository Participant to its clients.

1.7.2 NSDL shall not be concerned with any dispute that may arise between the investor and his/her CSP and makes no representation or gives no warranty with respect to the quality of the service provided by the CSP or guarantee for timely delivery or accuracy of the contents of each Alert.

1.7.3 The investor shall verify the transactions and the balances in his/her account from his/her Depository Participant and not rely solely on Alerts for any purpose.

1.7.4 NSDL will not be liable for any delay or inability of NSDL to send the Alert or for loss of any information in the Alerts in transmission.

### 1.8 Liability

1.8.1 NSDL shall not be liable for any losses, claims and damages arising from negligence, fraud, collusion or violation of the terms herein on the part of the investor and/ or a third party.

Client id : \_\_\_\_\_.

Sole/ First Holder Name and Signature : \_\_\_\_\_ (S) \_\_\_\_\_

Second Holder Name and Signature : \_\_\_\_\_ (S) \_\_\_\_\_

Third Holder Name and Signature : \_\_\_\_\_ (S) \_\_\_\_\_

**TERMS AND CONDITIONS BETWEEN THE PARTICIPANT AND THE CLIENT FOR PROVIDING THE TRANSACTION STATEMENT THROUGH INTERNET**

These terms and conditions made and entered into this \_\_\_\_\_ day of between \_\_\_\_\_ situated at \_\_\_\_\_ (hereinafter called "the Client") and **PhillipCapital (India) Pvt. Ltd** situated at **No-1,18th Floor, Urmi Estate, 95, Ganpatrao Kadam Marg, Lower Parel West, Mumbai - 400 013**(hereinafter called "the Participant").

**WHEREAS** the Client has permitted the Participant to provide the transaction statement through internet (web-based and/or email).

**NOW THEREFORE** in consideration of the Participant having agreed to provide the transaction statement through internet (web-based and or email), both the parties to the terms and conditions hereby covenant and agree as follows:

- i) The Participant shall install adequate systems to restrict the access of the transaction statement only to the Client.
- ii) The Client shall take all the necessary steps to ensure confidentiality and secrecy of the login name and password.
- iii) The Client is aware that the transaction statement may be accessed by other entities in case the confidentiality / secrecy of the login name and password is compromised.
- iv) In case the Client opts for transaction statement through email, it shall immediately inform the Participant about change in email address, if any. The Participant shall verify and confirm with the Client about the change. Further, the Participant shall confirm with the Client about validity of the email address at least once in a year.
- v) The Client agrees not to receive Transaction Statement in paper form from the Participant. Provided however that, in case when the Participant is not able to provide Transaction Statement to its Clients through internet (web-based / email) due to any unforeseen problems, the Participant should ensure that the Transaction Statement reaches to the Client in physical form as per the time schedule stipulated in the Bye Laws & Business Rules of NSDL.
- vi) The Participant and the Client shall have the right to terminate this terms and conditions after giving a notice of atleast 10 days to the other party.
- vii) The above terms and conditions are in addition to and not in contravention to the rights and obligations.

Signed and delivered by

Ⓢ \_\_\_\_\_

**Sole / First Holder**

Ⓢ \_\_\_\_\_

**Second Holder**

Ⓢ \_\_\_\_\_

**Third Holder**

Signed and delivered by

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(For and on behalf of the Participant)

\_\_\_\_\_  
(Signature of Witness)

**Client Id:** \_\_\_\_\_

**PhillipCapital ( India) Pvt. Ltd.**

No. 1, 18<sup>th</sup> Floor, Urmi Estate,  
95, Ganpatrao Kadam Marg,  
Lower parel West, Mumbai –400 013  
Email:- dpopers@phillipcapital.in  
Tel.: 91 (22) 24831919 Fax: 91 (22) 24942057

**SI205P**

A/c Opening	Nil
Account Maintenance payable p.a. upfront	Rs. 400
Documentation charges	Nil
Upfront collection against DP Transaction charges	Nil
Total Upfront Payment	Rs 400
Market Purchase	NIL
Market Sale	0.02 % (Min Rs 12) + NSDL charges
Off-Market Purchase	NIL
Off-Market Sale	0.04%( Min Rs.20) + NSDL Charges
Custody	NIL
Demat Charges	Rs. 50 per cert
Postage for Demat Request	Rs 150
Remat	Rs 10. + NSDL Charges
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Pledge Confirmation	Rs 25/-
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Pledge invocation	Rs 25/-
Extra Statement Charge	NIL
Inter-Depository Delivery Charges	0.04% (Min Rs 20/-) +NSDL charges
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**Notes:**

- 1) All the % in the above tariff would be computed on the value of transaction as computed by **NSDL**
- 2) These rates are subject to revision by PCIP and NSDL
- 3) NSDL charges Rs.500 as AMC for Corporate Account
- 4) Late/Same day Instructions are accepted at client's risk.
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- 7) Rs.15/- will be charged on all failed and rejected transactions
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- 9) Service Tax as applicable would be levied
- 10) NSDL charges Rs 4.50 for sale transaction and Rs 25 for pledge creation.
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- 15) Three years upfront Annual Maintenance charges (AMC) shall be levied in case holding suspended scrip(s) in demat account at the time of receipt of account closure/ stock transfer request.

**I/We accept the above Scheme No.**

⑤ \_\_\_\_\_  
**Signature 1<sup>st</sup> holder**

⑤ \_\_\_\_\_  
**Signature 2<sup>nd</sup> Holder**

⑤ \_\_\_\_\_  
**Signature 3<sup>rd</sup> Holder**

To,  
**PhillipCapital (India) Pvt. Ltd.**  
No. 1, 18<sup>th</sup> Floor, Urmi Estate,  
95 Ganpatrao Kadam Marg,  
Lower Parel West, Mumbai 400013

Dear Sir/Madam,

**Sub: Acknowledgement of receipt of Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories**

I/we hereby confirm and acknowledge that I/we have received the copy of Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories.

	Signature
First Holder	Ⓢ
Second Holder	Ⓢ
Third Holder	Ⓢ

