

POLICIES AND PROCEDURES FOR CLIENT DEALINGS – ALL EXCHANGES -
MANDATORY

(as required by SEBI circular MIRSD/ SE /Cir-19/2009 dated December 3, 2009

1. **Penny / Illiquid Stocks ;** The Client Understands and agrees that the trading member may at any time at its sole discretion and without prior notice, refuse, prohibit or restrict the client's ability to place orders or trades in penny / illiquid stocks. For this purpose penny / illiquid stock means stocks which are appearing in the list of illiquid securities issued by the exchanges every months.
2. **Setting up exposure Limit:** The client is aware & agrees that the trading member may need to vary or reduce the exposures limit or impose new limits urgently on the basis of trading members risk perception and other factors considered relevant by the stock brokers. The trading member may be unable to inform the client of such variation, reduction or imposition in advance.
3. **Brokerage rate:** The client understands and agrees that the trading member charge brokerage and other statutory charges and levies as per the rates mentioned in the schedule of charges of the client registration form.
4. **Delayed payment charges / Penalty:** The Client agrees that without prejudice to any other remedy or right prescribed in the present, the trading member may charge delayed payment / penalty charges on the debit balance of the client which is not settled as per exchange norms, @ 18% per annum.
5. **Position Square off:** The client is aware and agrees that in case of debit balance in client account, non payment of margin or client's dues as per exchange norms, the trading member may sell client securities or close client's position, without giving any notice to the client and loss / profit arise on such transaction will be treated as normal profit / loss of the client.
6. **Internal Shortage:** In case of internal shortage of securities, any entry passed to the account of the client in accordance with the practice consistently followed by the trading member across all its client shall be binding on the client. Further in case of shortage of securities, the client agrees and authorize trading member to buy shares on behalf of the client and debit the amount for the same to the client trading account maintained with the trading member.
7. **Restrictions on further position or close out:** The client is aware and agrees that in case of insufficient balance in his trading account on account of pay in / MTM margin obligation or non payment of client's dues as per the exchange norms, the trading member may refuse to take further position and / or close the existing position of the client to make client account good.
8. **Temporary Suspension or closing:** The client shall be entitled to temporarily suspend / close his account without giving any reason to the trading member, after giving notice in writing. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered in to prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties.
9. **Deregistering:** In the event of default under this agreement by the client, the trading member shall be entitled to any or all of the following course of action:
 - I. Immediate termination of this agreement and termination of the provisions of services in terms of this agreement.
 - II. Other remedies as may be available in terms of law in force, at that point of time.
 - III. Arbitration in terms of this agreement.