

Annexure-A Confirmation and Acceptance of Terms and Conditions governing the services provided by the Member

(Voluntary)

PREAMBLE

- The client has opened an account with the Member for the purpose of trading on MCX and NCDEX and has accepted statement of Rights and Obligations.
- For the purpose of taking additional services from the Member and in order to define the operating terms and conditions, the broker and the client have acknowledged to the terms and conditions herein contained.
- The client understands that some of the terms and conditions may be more stringent than that provided in the Rights and Obligations and the client has acknowledged and accepted such terms and conditions.
- The terms and conditions contained herein are binding on the client. The client has acknowledged to avail of services from the Member after fully understanding the terms and conditions. The terms and conditions shall be subject to modification from time to time and such modifications are binding on the client.

Now, therefore, in consideration of the mutual understanding set forth in this Annexure, the client thereto has acknowledged to the following:

1. The client acknowledges that he has read the Risk Disclosure Document appended hereto and understands the trading & risks involved in the trading of these instruments and confirms to be fully responsible for the dealings in these instruments. The client has understood, appreciated and assumed all the risk's associated with purchasing, selling and trading in these instruments whether contained in risk disclosure document or not. The failure of the client to understand the risk involved or the failure of the member to explain the risks to the client shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in derivatives transactions carried out on the exchange.
2. Client shall be bound by the constitutions, bye-laws, rules, regulations, and customs of NCDEX and Bye – Laws, Rules and Business Rules of MCX.
3. Client shall deposit with the member monies, securities or other property, which may be required to open and/or maintain account.
4. Client shall not, either acting alone or in concert with others, directly or indirectly, hold and control excess number of permitted contracts as fixed from time to time by the Exchange.
5. Client shall not exercise a long or short position where, acting alone or in concert with others, directly or indirectly Client will have exercised in excess of the limit of permitted contracts as may be fixed from time to time by the Exchange.
6. All monies, warehouse receipt, securities or other property, which the member may hold on client's account, shall be

subject to a general lien for the discharge of the clients obligations to the member under these terms and conditions.

7. Client hereby authorize the member at the member's discretion, should the member deem it necessary for the member's protection to buy, sell or close out any part or all of the derivative contracts held in the client's account with member. Client will reimburse any or all such incidental expenses incurred by the member.
 8. The client acknowledges that all trades, transactions and contracts are subject to the Rules, Bye – Laws and Regulations of NCDEX and Bye – Laws, Rules and Business Rules of MCX. and shall be deemed to be and shall take effect as wholly made, entered into and to be performed for the purpose of giving effect to the provisions of the Rules, Bye - Laws and Regulations and Business rules of the respective Exchange.
 9. The Member hereby undertakes to maintain the details of the Client as mentioned in the Client registration form or any other information pertaining to the Client, in confidence and that he shall not disclose the same to any person/entity except as required by the Exchange or as required under the law; Provided however the Member shall be allowed to share the details of the Client as mentioned in the Client registration form or any other information pertaining to the Client with parties / entities other than required under law with the express permission of the Client.
 10. Change in information: The Client shall immediately notify the member in writing if there is any change in the information provided by the Client to the Member at the time of opening of the account or at any other time thereafter. The Client shall provide and continue to provide all details/documents about himself/themselves as may be required by the member including but not limited to PAN Number, and confirm that all such details/documents provided to the member is true and valid.
 11. Provisions in case of Default: In the event of a default of a Member on his own account, the Client's money shall not be utilized to meet the Member's liabilities. In such cases, the Client's positions shall be adjusted as per the provisions of the Rules, Byelaws, and Regulations of NCDEX and Bye – Laws, Rules and Business Rules of MCX.. The loss, if any, caused to the Client because of such action would be recoverable by the Client from the Member. In the event of failure of the Client to fulfill his obligations to the Member, the Exchange, or the clearing house, the Client's position may be closed out and the money, if any, of the Client available with the Member or with any other Member or the Exchange, may be adjusted against the Client's liabilities / obligations.
- The Professional Clearing Member (PCM), if opted by the Client to settle his trades, shall confirm all trades executed as PCM trades on the day the order is executed. In the event of non-confirmation and /or rejection of the trade by such PCM, the

Client shall be liable to pay forth with the applicable margin as enunciated by the Member on the same day.

12. Brokerage: Member shall charge the brokerage to the Client at a rate as may be mutually agreed from time to time. The member broker may also charge the Client other charges like stamp duty, turnover charges clearing charges, service tax, other statutory levies etc. as mutually agreed.
13. Collateral: The Client shall pay to the Member such amount as an initial deposit (collateral / initial deposit) as decided by the Member, and in such form as may be approved by the Member up-front, on or before creating a position in any contract. The Member shall reserve the mark up margin (commonly referred to as 'haircut margin') from the collateral, which shall not be utilized for margin requirements. The collateral reduced by markup / haircut margin shall thereafter be utilized against creating and maintaining the position by the Client. The mark up margin shall be subject to the change from time to time as may be decided by the Member and / or the exchange.
14. Utilization by Member of the Initial Deposit by the Client: The initial deposit so paid shall be first utilized towards initial margin requirement as calculated by the Exchanges from time to time and the balance if any, after such adjustment against initial margin payments, will be available for adjustment against daily margin requirement, Mark to Market (MTM) loss on open positions created by the Client. The Client shall forward in advance a written request to the Member for adjustment MTM loss against the cash portion of the collateral.
15. Payment of Margins: The daily margin requirement can be adjusted against the collateral maintained by the Client with the Member. The Member may accept from the Client further order, which, if executed, will add to the open positions, only if the balance collateral is adequate to meet the initial margin on such new positions. If the balance collateral is not adequate for adjusting the daily margin requirement, the Client shall deposit the additional margins as required by the Member. The Client shall also be obliged to pay the shortfall of the daily margin, if any, on the immediate succeeding business day when the Member raises such additional margin requirement. The Client may not be permitted to create any new open positions, until receipt of such additional margin. In case the client creates position without margin, then the client would be responsible for any loss that may occur.

If the Client defaults in paying the daily margin, the Member shall be entitled to liquidate / close out all or any of the Client's positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Client. The Member is permitted in its sole and absolute discretion to impose additional margin (even though not imposed by the Exchanges, the Clearing Corporation / Clearing House) and the Client shall be obliged to fulfill such additional margin requirements.

16. Receipts & Payment of Premium MTM: The Member will block upfront from the collateral maintained with it the MTM loss on open positions. The Member shall accept from the Client further order, which, if executed, will add to the open positions only if the balance collateral is sufficient to meet the requisite margin on such new positions. The Client shall be obliged to pay the amount of MTM loss blocked against the collateral on the immediate succeeding business day. The Member will adjust the Client's liability towards MTM loss against the initial deposit maintained in cash by the Client, provided a written request is given by the Client to the Member to this effect. If the Client defaults in paying in the MTM loss, the Member shall be entitled to liquidate/ close out all or any of the Client's positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Client.

On a written request from the Client, MTM profit (on derivative positions) shall be adjusted towards the collateral maintained with the Member. These adjustments pertaining to MTM profit shall be treated as additional collateral brought in by the Client and the Member shall reserve the mark up margin from this collateral, which shall not be utilized for margin requirements. The total collateral (inclusive of mark to market inflows) reduced by markup shall thereafter be utilized against creating and maintaining the position by the Client

17. Liquidation / Close out positions: If the complete recovery is not possible then, the Member shall be entitled to liquidate / close out all or any of the Client's other outstanding positions, without prejudice to the Member's right to recover the damage from the Client. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Client.
18. Acting as an Authorised Person: The client confirms that he will not act as a Authorised Person or act as any other Intermediary without prior written permission of the member and without obtaining registration from the Exchanges.
19. The Client acknowledges, that without prejudice to any other remedy or right prescribed of these presents, the member may withhold money lying with it and deliverable/payable to the Client and/or charge penalty at the rate of 18% per annum for any delay in the payment of obligation, margin or any other sum due to the member as may be applicable. However No interest shall be payable to the client for the margins kept with the Member.
20. The Client acknowledges that all contracts culminating in delivery (which are not squared off and information for giving and taking delivery is given by the Clients) would be transactions for purchase and sales between the Clients inter-se and the Clients would be personally liable to each other though the contract and relationships are governed and regulated by the Bye Laws, Rules and Regulations of the Exchange.

21. The Client acknowledges that the member shall not be liable or responsible for non execution of the orders placed through trading terminals/web site or through any other mode due to the failure of any system or link or due to any other reason whatsoever. The member also reserves the right of refusing to execute any particular transactions. The client further acknowledges that the member shall not be liable if any order requested by the client to be placed in the exchange system is rejected for any reason whatsoever.

22. The Client acknowledges to be bound by all or any changes or modifications that are made to this terms and conditions by the member by sending a notice to the Client at his last known address, at its sole and complete discretion. Terms and conditions governing the purchase, sale or any other transaction in any of the Products shall be displayed on the Website as and when they are introduced. The use of services shall be deemed to be an acceptance by the Client of Terms and Conditions including any modifications / alteration thereto

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

24. Trade Obligations: The Client shall accept all trades executed, resulting from the orders placed with the Member, irrespective of the fact that the order is executed partially or in full, on the Exchange.

In the event of non-confirmation of custodial trades by PCM for any reason whatsoever, all exchange-levied margins, MTM losses (on open position), will be borne by the Member for the unconfirmed trades. In such case, the Client shall pay to the Member, all margins levied by the Exchanges on the unconfirmed trades. In addition to the above, the Member shall have an option to call for collateral from the Client, to meet the subsequent daily margin obligation / MTM losses on the unconfirmed trades. The Client shall be obliged to pay the daily margin, MTM on the immediate succeeding business day, of the day when the Member raises such margin requirement. The Member shall not permit the Client to create any new open positions, until receipt of such additional margin requirement.

If the Client defaults in paying the daily margin, MTM, if any, the Member shall be entitled to liquidate / close out all or any of the Client's positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Client.

25. Deliveries: The client will be responsible for providing the information for the purposes of giving / taking delivery against his net open position alongwith information necessary for giving/taking delivery within stipulated period as specified by

the exchanges from time to time. Member shall submit the same to the exchange.

The Exchanges at the end of stipulated period shall match the information provided by the Member against Net Open Positions of the Client and shall confirm the Delivery / Receipt to be effected against Delivery information submitted by the Member.

Client shall co-ordinate with the Member to ensure that all requirements for giving / taking delivery are fulfilled. Client shall also ensure to comply with all statutory requirements laid down regarding Sale / Purchase of goods including payment of taxes, local levies and other statutory / regulatory charges as prescribed under applicable laws from time to time.

Client shall submit documents such as Invoices, Sales Tax exemption or concession forms or any other documents as required under the prevalent laws and forward the same to the Counter-party Client or any other Member of the Exchanges within stipulated period as specified by the Exchanges from time to time.

Client shall be liable to pay sales tax under the local State sales tax law or the Central Sales Tax Act, 1956, as the case may be and will be solely responsible for complying with all the provisions and regulation of the applicable sales tax law.

The client undertakes and shall ensure to get registered with sales tax authority or any such authorities of such states in which the delivery center is located for the specific commodity as notified by the exchange or other statutory and mandatory details as required by the Member with respect to any open position which is/are not closed out or concluded before the client intends to take or give physical delivery of commodity. In case the client is unable to provide any of the aforesaid invoice/forms/documents/papers, member shall not be responsible for non-delivery or delay in delivery of goods purchased or non-payment or delayed payment of goods sold

26. The client acknowledges that the member shall not be responsible for the quality of goods. The client further acknowledges that in case where the client has an open position in a particular contract and the client fails to provide records/ details of Sales Tax registration and/or other necessary data to member, in such an eventuality, the member shall have the right to close out (square off) the client's position without incurring any liability towards the client or any third party. The client shall be solely responsible for any and all losses or costs (including any incidental costs) emanating from such closure of the client's open positions

27. BROKING SERVICES and Dial and trade services.(Definitions)

27.1 "E Broking" means Internet based Trading being a system approved by the Exchange for enabling clients to route their orders to then member over the internet.

27.2 Online Application" means the application submitted by the Client to the Member to permit the Client to avail of the member's E broking Service.

- 27.3 "E broking Service" or "Service" means the internet service offered by the member to its clients through Website where under the clients can route their orders for purchase, sale and other dealings in commodities through the member's website.
- 27.4 "Member's E Broking system" or "member's e broking Website" means the web site hosted by the member on the internet through which the member offers the E broking Service, dial and trade, speed trade, Trade tiger and trades executed through dealers or through any other mode for which the member has obtained the required approval and includes the hardware and software used for hosting and supporting the Website.
- 27.5 "Password" means an alphanumeric code used by the Client to validate his/her username and access the Service.
- 27.6 "Username" means a login identification used by the Client for accessing the Service.
- 27.7 "Website" means the portal which is owned and maintained by itself or an affiliate /associate of the member inter alia for facilitating the client to interact, to give instructions etc. to the member
28. The Member will provide or cause to provide the Client with a username, a trading password and customer user identification number and Telephone personal identification number (T-Pin Number) or other identification or security code (by whatever name called) which shall enable him to avail of the facilities of E-broking through the Web site over the telephone or in any such other manner as may be permitted by the Member for availing of the services. All terms regarding the use, reset and modification of such password shall be governed by information on the web-site.
29. The client is aware that the Member's system itself randomly generates the initial pass word encrypts and passes on the password to the client, The client confirms and undertakes to immediately change his initial password upon receipt thereof. The client is aware that the subsequent passwords also are not known or available to the Member.
30. The client shall be responsible for keeping the Username and trading password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the website using the Client's username and/or trading password whether or not such person was authorized to do so.
31. Without prejudice to the presents in the aforesaid clauses, the Client shall immediately inform the Member of any unauthorized use or suspicion of such unauthorized use of the user name, customer user identification number, T-pin number and password with full details of such unauthorized use including the date of such unauthorized use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorized use, etc.
32. The client acknowledges that he is fully aware of and understands the risks associated with availing of E-broking services through the internet including the risk of misuse and unauthorized use of his Username and/or trading password, T-pin number by a third party and the risk of a person hacking into the Client's trading account on the website and unauthorisedly routing trade orders on behalf of the Client through the system. The client confirms that he shall be fully liable and responsible for any and all unauthorized use and misuse of his trading password and / or username/T-pin number and also for any and all acts done by any person through the website using the Client's username in any manner whatsoever. Further at no point in time shall the member be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the use and misuse of the trading password and/or the Client username
33. Without prejudice to the provisions of above Clause the Client shall immediately notify the Member in writing with full details if: He discovers or suspects unauthorised access through his Username, Password or account, He notices discrepancies that might be attributable to unauthorized access He forgets his password or He discovers a security flaw in the ebroking System
34. In any of the above events, the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request the Member in writing to discontinue his old Password; and thereupon the Member shall cause the ebroking system to discontinue the use of the Client's old Password and the ebroking system shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the Member be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password.
35. The client shall be responsible for keeping the user name, customer user identification number, T-pin number and pass word confidential and secure and shall be solely responsible for all orders entered and transactions done by any person who so ever through the member's system using the client's user name, customer user identification number, T-pin number and pass word whether or not such person was authorized to do so. The client shall ensure that he is the only authorised user of user name, customer user identification number, T-pin number and password. The Member shall be entitled to presume that any orders or instructions entered or communicated using the client's user name, customer user identification number, T-pin number and 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 pay or reimburse to the member on demand all costs, charges, damages and expenses incurred by the member as a consequence of access and or use of client's

account, member's system or service by any third party using the client's user name, customer user identification number, T-pin number and pass word

36. The client acknowledges to provide information relating to customer user identification number T-pin number and such other information as may be required while placing orders on the telephone to determine the identity of the client. Provided however that nothing prevents the Member from accepting instructions from the Client over phone without usage of T-pin number and such acceptance of instruction by the Member shall be binding on the Client.
37. The Client shall log off from the website at any time the Client is not accessing or using the service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall be borne solely by the Client.
38. The client shall authorize the Member to debit/credit or block his bank account in the manner as per procedure laid down in the terms and conditions and as per practices followed by the designated bank in this regard. The client also authorizes the Member to create a lien on the amount lying in his bank account in the manner specified in the terms and conditions.
39. The Client also authorizes the Member to debit charges payable to depository participant for depository services to the trading account of the Client maintained with the Member.
40. The client confirms that orders, instructions and other communications given or made over the telephone may be routed through the Member's interactive voice response or other telephone system may be recorded by the Member. The client further confirms that such recording and the Member's records of any orders, instructions and communications given or made by the client or the member by electronic mail, fax, or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same.
41. The member may from time to time impose and vary limits on the orders that the Client can place (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed.) The Client is aware and confirms that the Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Member's risk perception and other factors considered relevant by the Member, and the Member may be unable to inform the Client of such variation, reduction or imposition in advance. The Client acknowledges that the member shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the website on account of any such variation, reduction or imposition of limits. The Client understands and acknowledges that the Member may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in commodities through the Member
42. Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the Website, the member shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.
43. The client shall be permitted to transact online in such investment products, commodities and commodity derivative products and other product (products) as are introduced by Member through the website The transactions shall be executed in accordance with the applicable laws, byelaws rules and regulations governing the specific product and terms and conditions, as stipulated by the member from time to time.
44. The client accepts the responsibility for the monitoring and safeguarding of the client's demat account and trading account .The client shall immediately notify the member in writing delivered via email at support@skcomtrade.com and registered AD if the client is aware of any loss, theft or unauthorized use of the passwords
45. The use and storage of any information including without limitation the passwords as the case may be portfolio information, transaction activity account balances and ay other information or orders available on the client's personal computer is at the client's own risk and is the client's sole responsibility. The client shall be responsible for providing and maintaining the communications equipment (including personal computers and modems) and telephone or alternative services required for accessing and using the website or related services and for all communications services fees and charges incurred by me /us in accessing the website or related services
46. The client acknowledges that any request for cancellation / modification of an order or any application shall be subject to the order or application not having been acted upon or already being executed or it being outside the control of the member to make any cancellations or modification to such order or application and further subject to the guidelines as prescribed by the exchanges(s) or any other regulatory body in this regard. An order or application shall be deemed to have been executed or cancelled only after the client has received an email/ statement from the member intimating the status of the clients order or by posting of such intimation on the website
47. The client acknowledges and authorizes the member to block any commodity / warehouse receipts from the designated account against the client's order or the order of the client's power of attorney holder to sell commodities/ derivatives. If the order gets executed either fully or partially then the commodities / warehouse receipts would be debited from the client's designated account and the balance commodities / warehouse receipts if any would remain unlocked on the trade date. The client confirms that he will not pledge or otherwise use any commodities / warehouse receipts that have been blocked by the member, the client or his power of attorney holder at anytime and any such instruction by the client are liable to be dishonored.

48. The Client agrees that the Member may in its turn place any of the commodities/Electronic Warehouse Receipts (EWRs) placed by him/her/it as Margin by way of pledge or hypothecation or margin to meet its own obligations, as the Member may deem fit. The Client authorizes the Member to do all such acts, deeds and things as may be necessary and expedient for the above purpose
49. The Client shall not have any right to proceed in any manner against the commodities/Electronic Warehouse Receipts (EWRs) pledged.
50. The Client and the Member hereby agree and confirm that all rights, liabilities and obligations pertaining to the pledged commodities/Electronic Warehouse Receipts (EWRs) shall be subject to the rights of the person, in whose favour pledge has been created by the Member. The Client hereby further agrees and confirms that the pledge created by the Member shall not be released or discharged until repayment of the loan availed by the Member from exchanges, banks or other lending institutions. The Client shall raise no objection to any action taken against the Member pursuant to the aforesaid pledge.
51. The Client hereby confirms that any order placed by the Client using the E-broking services shall be binding on him.
52. The client acknowledges that the member shall not be liable for the non – execution of any order caused due to any suspension , interruption non availability or malfunctioning of the online trading service or member's e-broking system or the exchange system or service for any reasons whatsoever.
53. The client acknowledges that it is aware of the risks involved in online trading activities including the risk involved due to unauthorized access or any technical difficulties
54. The client is aware and acknowledges that trading over the internet, through computers involve many uncertain factors and complex hardware, soft ware, systems, communication lines, peripherals etc. which are susceptible to interruption and dislocation and the member's services may at any time be unavailable without further notice. The member and the Exchanges do not make any representation or warranty that the member's services will be available to the client at all times without any interruption. The client acknowledges that he shall not have any claim against the Exchanges or the member on account of any suspension interruption, non availability or malfunctioning of the member's Broker's system or service or Exchanges' system or service for any reason what so ever.
55. Representations and Undertakings: The client shall not hold nor seek to hold the member and or any of their officers employees, agents subsidiaries or affiliates liable for any loss including but not limited to trading losses incurred by the client. The client comprehends that the placing of order with the member either electronically or otherwise does not guarantee execution of the said order or acceptance of an application. the member shall not be deemed to have received any electronically transmitted order or application until the

member has confirmed the receipt of such an order or application

56. The invalidity or unenforceability of any provisions of this terms and conditions in any jurisdiction shall not effect the validity, legality or enforceability of the remainder of this terms and conditions in such jurisdiction or the validity legality or enforceability of this terms and conditions including any such provisions in any other jurisdiction it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

57. **Maintenance of our account on a running account basis.**

- 1) Notwithstanding anything contained contrary in the Rights and Obligations/terms and conditions, the client authorizes the Member to maintain its account on a running account basis. This will facilitate the transactions executed through the Member. The client further requests the Member to consider the balances in its account for the purpose of margins/any other obligations due to the Member. We hereby request the Member to transfer, make adjustments and/or set off a part of the outstanding dues payable if any, by us in any of the account maintained with the Member will have right of lien on the credit balance in any of our accounts. Any entries passes by the Member in accordance with this authorization shall be binding on us.

Further, the client hereby declares that the client retains the right to revoke this authorization at any time.

58. **Mandate to issue contracts, Statement of Funds and Commodities, registration form and other communications through E-mail ID:**

The Client understands and agrees that in compliance of the obligations contained in the said Rights and Obligations, the member sends electronic communication including digitally signed contract notes, Statement of Accounts, bills as well as registration form and other communications (hereinafter referred to as electronic communications) on the email address provided in the KYC to the member. The Client understands that the acceptance of the below mentioned terms and conditions through the electronic form shall be construed as a valid acceptance and shall be binding on the client. The Client hereby agrees and gives consent to accept the contract notes for transactions carried on by the client with/through the member, in Digital form. The Client undertakes to verify the contract notes sent by the member. If any discrepancy is observed the same shall be forthwith brought to the notice of the member immediately. Non-verification or not accessing the contract notes on regular basis shall not be a reason

for disputing the contract note at any time. Digital contract notes / any statements / circulars / notice issued would be sent to the email id as mentioned in KYC. In case of any change in Email ID, the Client agrees to communicate to the member through a physical letter. The Client understands that non receipt of bounced mail intimation by the member, shall be considered as a valid delivery and the member shall not be responsible for the consequences thereof. In case of any discrepancies if any, would be sent to the branch or to Email at support@skcomtrade.com Digital Contract Notes will also be available at URL <https://www.sharekhancommodity.com>. In case of any announcement and notices, the client will raise the query within the time specified in the respective communication. If the client am not able to respond with in the time specified, it shall be assumed that the client have taken the note of the communication and the client do not have any objection and / or query on the said communication. Feedback or objections would be raised by sending an email to support@skcomtrade.com or any other specified email mentioned in the communication.

The Client confirms that all other terms and conditions mentioned in the Rights and Obligations, including all voluntary clauses and confirmations, accepted by the Client shall continue to remain binding.

59. **Mandate for registration and verification of mobile number and email address**

The client confirms that the client is aware that the Exchanges provides SMS/ email alerts to the clients of its member for trades executed on its platform. The client hereby provides and confirms the mobile number and/ or email address as provided in the KYC document for the purpose of receipt of SMS/ email alerts.

The client agrees to the terms and condition specified by the Exchange from time to time and is aware that the receipt of SMS / Email alerts on the above mobile number and/or email address can be stopped only on the client's specific written request.

60. **Mandate for acceptance of securities towards margins.**

The client acknowledges that, the client has a commodities account with Sharekhan Comtrade Pvt. Ltd. (SCPL) and wishes to trade in commodities in recognized commodities exchanges where SCPL is a member. The client acknowledges that the client would have to deposit margins as applicable per the risk management policy of SCPL for trading in commodities. The client also acknowledges that such margins are subject to change at the discretion of the member. The Client acknowledges that such margins may be deposited with the member in form of the stocks and

securities as approved by the member from time to time, subject to appropriate haircuts. The client agrees that such approved list of securities and the haircut thereon are subject to change at the discretion of the member. The client acknowledges that all such securities which are placed with the member shall always be deemed to be pledged in favor of the member. The client acknowledges that such securities deposited with the member as margin are free of any lien or encumbrance and would be held by the member in fiduciary capacity. The client further acknowledges that the member shall be liberty to further pledge such securities with financial institutions / clearing corporations, notwithstanding the margin requirement of the particular client, in order to raise funds to meet the exchange margin requirements. The client also acknowledges that any such stock deposited, would be released back to the client, in case a request for the same is received by the member, subject to compliance with the margin collection norms of the member.

The client also acknowledges that margins are subject to change. The member shall endeavor to inform the client about any shortfall in the margin available, and the client agrees to fulfill such shortfall to avoid squaring off of the position. Client also acknowledges that in case the margin is not fulfilled within the given timeline, the member shall be at the liberty to sell the securities deposited as margin with the member. The client acknowledges that such sale of securities shall be carried out in the member's name on behalf of the client and due credit post relevant charges shall be credited to the account of the client on settlement with the broker. It is agreed that the member may choose the broker of its own choice to carry out such transactions. The above terms shall be in addition to the existing terms and conditions agreed between the client and the member. Any changes by the Regulators from time to time in this regard shall deemed to be forming part of the agreement. The Member may change the terms and conditions in this regard from time to time by giving 15 days notice to the client and such changes shall be binding on the client.

Trade Tiger Access Charges (applicable for online trading only):

61. **The Client hereby agrees to the Terms and Conditions for the Trade Tiger Access charges, as aforesaid:**

1. The Client understands that the Member is entitled to charge an access fee for usage of the trading software Trade Tiger provided to the Client.
2. The Client hereby authorizes the Member to debit the client's account for Rs. 3,000/- and relevant statutory charges towards Quarterly

Access Charges for using Trade Tiger and acknowledges that this service would non transferable.

3. The Client understands that in case the client opts for annual subscription, the charges would be Rs. 10,000/- excluding statutory charges.
4. The Client also understands that the upcoming features in Trade Tiger may carry additional charges and that the said charges are subject to change.
5. The Client understands that the Trade Tiger may be deactivated in case of non-payment of charges and that subscription amount once collected would not be refunded
6. The Client acknowledges that the Access charges would be adjusted against the brokerage generated in the client's account over the subscription period. The Client also acknowledges that in case brokerage generated is less than the Access Charges then the

62. Client hereby authorize the member to exercise the right to set off the balances in his account with the member in any segment/exchange with respect to monies, securities and commodities. All monies, securities or other property, which the member may hold on the client account, shall be held subject to a general lien for the discharge of the client obligations to the member under these Rights and obligations/terms and conditions. The right of lien and set-off conferred to the Member by the client are as follows ;

62.1 All securities in the demat account opened (if any) with the depository Participant (**namely Sharekhan Ltd.**), shall be subject to lien for the discharge of any or all payments due to the member from the client or any other obligations to the member and may be held by member as a security against default by the client in respect of the services already availed of by client from member.

62.2 The enforcement of the lien aforementioned shall be at the sole and complete discretion of the Member.

62.3 Client authorizes that member shall have the right of set-off amongst all trading account/(s) maintained by the client with the member.

62.4 Furthermore, the aforesaid lien / set-off conferred on the Member shall subsist even after the termination of the aforesaid Rights and Obligations/terms and conditions with the Member until all obligations under the said Rights and Obligations/terms and conditions are satisfied fully by the client.

63. The member may at its discretion send any communication to

the client by means of electronic communication through email, an email attachment or in the form of download available on the website or display the communication or notice on the website. The client further acknowledges that any communication sent through any medium as mention above shall be deemed as proper and adequate communication of notice. Every such document shall contain all such information as is mandated by the concerned statutory and or regulatory authority. The member shall be deemed to have fulfilled it's legal obligation to deliver a document to the client if it is sent by the electronic mode. The client acknowledges to download the said document promptly on intimation of a notice of display provided where the client experiences difficulty in viewing the same the client shall request the member to provide the said document. On receipt of such request the member may deliver by such other means as it may deem appropriate. The document shall be deemed to have been duly delivered and its content accepted by the client if there is intimation received within 24 hours from the date of delivery/ display of the document.

64. The client authorizes the member at their discretion, and without further prior notice to the client to monitor and record any or all telephone conversations between the client on the one hand and the member's employees or agents on the other hand and to monitor the client's electronic communications conducted with the member so as to enable the member to maintain an audit trail of all transactions executed by the client

65. The client shall be able to access research reports including computerized online services. The availability of a recommendation to buy or sell or enter into any transactions of commodities or commodity derivative traded on the exchange (s) or other product will be based solely on the client's evaluation of financial circumstances and investment objectives are only for the client's own use and shall not furnish such data to any other person

66. NOTICES : All notices, correspondences or communications issued under this terms and conditions shall be served in any one or more of the following modes of communications and such notice or communication shall be served at the ordinary place of residence and/or last known web address / residing address and/or at the ordinary business address of the party to this terms and conditions such as:

- a) by hand delivery
- b) by post
- c) by registered post
- d) under certificate of posting
- e) by telegram
- f) by electronic mail or fax
- g) by affixing it on the door at the last known business or residential address.

- h) by oral communication to the party or on the last known telephone number or on the recording machine of such number.
- i) by advertising in atleast one prominent daily newspaper having circulation in the area where the last known business or residential address of the party is situated.
- j) by notice posted on the notice board of the Exchange if no address is known. Any communication sent by the Member to the Client shall be deemed to have been properly delivered or served, if such communication is returned to the Member as unclaimed / refused / undelivered, if the same was sent in any one or more of the above modes of communication to the ordinary place of residence and/or last known web address / residing address and/ or at the ordinary business address of the party.
- k) by Posting or website
- 67 The member will not be liable or responsible for the loss or damage arising on account of any natural calamities or on account of malicious damage caused on account of fire/ flood any strike, civil commotion , riots war, breakdown or malfunction of machinery /systems or the website like events or circumstances beyond the control of the member
- 68 **Defaultandconsequences Thereof**
- 68.1 The client acknowledge that he shall be deemed to have defaulted the terms of this Terms and Conditions in circumstances including but not restricted to the following:
- 68.1.1 Any delay in payment of margins, charges or delivery in respect of this Terms and Conditions for transactions executed on behalf of the client.
- 68.1.2 Any contravention of the terms contained in this Terms and Conditions or on the web site.
- 68.1.3 Any misrepresentation or false statement or omission, or misleading information supplied by the client to the Member.
- 68.2 In the event of default under this Terms and Conditions by the client, the Member shall be entitled to any or all of the following courses of action.
- 68.2.1 Immediate termination of this Terms and Conditions and terminations of provision of services in terms of this Terms and Conditions;
- 68.2.2 Other remedies as may be available in terms of the law in force, at that point of time.
- 68.2.3 Arbitration in terms of this Terms and Conditions.
- 68.2.4 Charge of an amount that shall not exceed the actual losses incurred by the Member to the default along with the interest at market rates.
- 68.2.5 The client acknowledge, that without prejudice to any other remedy or right prescribed in the presents, the Member may levy various charges, statutory levies, delay payin charges in accordance with the Member terms and conditions/ policies procedures.
- 69 Arbitration: The Client and the Member agree to refer any claims and/or disputes to arbitration in the city of Mumbai only as per the rules, bye-laws and regulations of NCDEX and Bye – Laws, Rules and Business Rules of MCX. as amended from time to time and that this terms and conditions is subject to exclusive jurisdiction of the courts in Mumbai only. All disputes shall be determined in terms of the Rules, Bye Laws and Regulations of NCDEX and Bye – Laws, Rules and Business Rules of MCX.
- 70 **Termination**
- 70.1 Unless specified otherwise, both parties shall be entitled to terminate this Terms and Conditions at will and without giving any reasons to the other party but not without giving a notice in writing of not less than 30 days that shall be dispatched to the address mentioned in this Terms and Conditions. However, such cancellation or termination shall not have any effect on any transaction(s) executed prior to the date of such notice of termination and the rights and obligations in respect of such transactions shall continue to subsist in terms of this Terms and Conditions, and / or the terms and conditions as prescribed.
- 70.2 This Terms and Conditions shall become effective on the date first written above or the commencement of first transaction, whichever is earlier and shall remain in full force unless and until terminated.
- 70.3 In the event of a Governmental action or action from any regulatory authorities debaring the Member from carrying on business or rendering it impossible to transact the business or broking or E-broking, this Terms and Conditions shall stand terminated.
- 70.4 The termination of this Terms and Conditions shall not affect any rights or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination.
- Subject to the Member Client Terms and Conditions, Courts in Mumbai shall have exclusive jurisdiction for the purpose of giving effect to these Terms and Conditions.
- 71 **JURISDICTION:**
- Subject to Stock Broker client Terms and Conditions courts in Mumbai shall have exclusive jurisdiction for the purpose of giving effect to these terms and conditions.