



POLICIES AND PROCEDURES

This document contains the policies and procedures of **SHAREWAY SECURITIES LIMITED** for Cash and F&O segment as are presently in force in relation to :

1. Refusal of orders for Penny/illiquid Stock
2. Applicable Brokerage limit
3. Setting up of exposure limits
4. Delayed payment charges
5. Squaring off of market positions, collaterals and other securities
6. Market and internal shortages
7. Refusal of Client requests for fresh positions
8. Suspension of Client's account and deregistering of the Client.

1. Penny / illiquid securities:

- **SHAREWAY SECURITIES LIMITED** reserves the right to refuse execution of any transaction requests of the Client on such illiquid securities or to reduce the open market interests of the Client in such securities. **SHAREWAY SECURITIES LIMITED** also reserves the right not to allow any trades or transactions in respect of certain securities or segments or orders/requests which may be below / above certain value / quantity as may be decided by **SHAREWAY SECURITIES LIMITED** from time to time.

2. Applicable Brokerage:

- **SHAREWAY SECURITIES LIMITED** shall levy brokerage for the Client's transactions as per the brokerage slabs mutually agreed with the Client in writing in the Client Registration Form subject to the maximum rate prescribed by the Stock Exchanges / SEBI. The Client shall pay such fees, charges, and commissions as may be notified by **SHAREWAY SECURITIES LIMITED**.
- Subject to such maximum prescribed rates, **SHAREWAY SECURITIES LIMITED** may revise the rates from time to time after advance intimation to the Client of the revised rates and the date on and from which the revised rates shall take effect. **SHAREWAY SECURITIES LIMITED** may intimate the revised rates either in writing addressed to the Client or by publishing the rate on its back-office website or by both means. The Client shall intimate its objection(s) if any to the revised brokerage in writing within 15 (fifteen) days of receipt of intimation of the change in brokerage. The Client shall be deemed to have agreed to the change in brokerage rates if he does not intimate any objection thereto within the time prescribed.
- Brokerage shall be paid in the manner intimated by **SHAREWAY SECURITIES LIMITED** to the Client from time to time together with the service tax and statutory levies and duties as may be applicable from time to time on the same.
- Without prejudice to the absolute obligation of the Client to pay/reimburse monies to **SHAREWAY SECURITIES LIMITED** as set-out above, we shall also be entitled to set-off and appropriate any monies that may be placed with or available with Shareway Securities Limited for and/or on behalf of the Client towards any dues of the Client to **SHAREWAY SECURITIES LIMITED**, arising howsoever.

3. Setting up of Exposure limits:

- **SHAREWAY SECURITIES LIMITED** shall be entitled to sanction trading limits to the Client based on the margin lying to the credit of the Client in the form of funds / securities / bank guarantees / fixed deposit receipts. Shareway Securities Limited at its sole discretion may refuse to accept any security as collateral/margin.
- Neither **SHAREWAY SECURITIES LIMITED**, nor any affiliate of **SHAREWAY SECURITIES LIMITED** nor their respective directors, officers, employees, agents shall in any circumstances be liable for any direct or indirect loss, cost, liability, expense or damage (including without limitation all legal fees and expenses) arising from any variation or reduction of exposure or turnover limits by **SHAREWAY SECURITIES LIMITED**.

4. Delayed payment and consequences:

- Notwithstanding anything contained in these presents and without prejudice to margin funding guidelines issued by SEBI, any amounts which are overdue from the Client in any trading segments shall be liable to delayed payment charges at the rate of 1.5% per month or part thereof or such other rate as may be determined and communicated by **SHAREWAY SECURITIES LIMITED**. **SHAREWAY SECURITIES LIMITED** is authorised to debit the delayed payment charges to the account of the Client at the end of each month/such other interval as may be decided by Shareway Securities Limited.
- Without prejudice to **SHAREWAY SECURITIES LIMITED** other rights and to the extent permissible under Applicable Laws, **SHAREWAY SECURITIES LIMITED** shall be entitled to liquidate / close out all or any of the

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Client's positions for non-payment of margin or other amounts, outstanding debts, etc, and adjust the proceeds of such liquidation/close out, if any, against the Client's liabilities / obligations. Any and all losses and financial charges on account of such liquidation/ closing-out shall be charged to and borne by the Client.

- SHAREWAY SECURITIES LIMITED shall be entitled to suspend or terminate the member client relationship without prior notice if the Client fails to fulfil his/its payment obligations hereunder, under the Agreement or otherwise due to SHAREWAY SECURITIES LIMITED.
- SHAREWAY SECURITIES LIMITED shall not be obliged to return any money, margin or otherwise to the Client until the Client has satisfactorily discharged all its payment obligations or other obligations under this Agreement.

5. SHAREWAY SECURITIES LIMITED right to square off:

- Without prejudice SHAREWAY SECURITIES LIMITED other rights (including the right to refer a matter to arbitration), in the event of the Client failing to maintain/supply applicable margin money required to sustain the outstanding market positions of the Client, SHAREWAY SECURITIES LIMITED shall be entitled, at its option and liberty, to liquidate/close out all outstanding market positions or any part thereof such that the outstanding market positions are either zeroed out or reduced to an extent where available margin covers the market positions remaining after such square off.
- The Client understands and accepts that authority of SHAREWAY SECURITIES LIMITED to square off outstanding market interests of the Client in the event of the Client failing to furnish margin money immediately on demand is carte blanche qua the entire outstanding position and the Client shall not, as a matter of right, be entitled to reduction of the outstanding positions in stages in order that positions to the extent of available margin are retained in the Client's account.
- SHAREWAY SECURITIES LIMITED may also sell off all or any securities of the Client lying with SHAREWAY SECURITIES LIMITED as collateral or otherwise, for any amounts due by the Client and adjust the proceeds of such liquidation/close out against the client's liabilities/obligations to SHAREWAY SECURITIES LIMITED.
- Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client. Client shall keep and hold SHAREWAY SECURITIES LIMITED indemnified and harmless from any loss arising out of such closing out/squaring off. Such liquidation or close out of positions shall apply to any segment in which the Client does business with SHAREWAY SECURITIES LIMITED.

6. Market and internal shortages:

- The Client hereby agrees that if he/she/it has short-delivered any securities against his/her/its pay-in obligation towards a counter party who is a Client of SHAREWAY SECURITIES LIMITED and delivery of the securities was also not effected through auction in the market (self-auction) for any reason including that self-auction is not permitted on the Exchange, then the contract shall be closed out and the close out price will be fixed as per the rules of the exchange. The amount so determined shall be debited to the account of the Client who defaulted to deliver.

7. Refusal of Client requests for trades/transactions:

- SHAREWAY SECURITIES LIMITED is entitled in its sole discretion to: Restrict or refuse execution of any orders for transaction in any scrip if transaction in such scrip is not in accordance with its internal due diligence policy and/or the directives and guidelines of the Exchange.
- Refuse to accept or act upon any request/order which in SHAREWAY SECURITIES LIMITED sole opinion, amounts to manipulating trades or price manipulation or artificial trade(s) and/or fraudulent trade(s) or otherwise in breach of applicable laws and/or SHAREWAY SECURITIES LIMITED internal policies, without obligation to give the Client its reasons for doing so;
- Close out any transaction which may have been executed but which SHAREWAY SECURITIES LIMITED was entitled to refuse to execute being contrary to its internal due diligence policies or by reason of any other factors including but not limited to trades being manipulative in nature;
- Disallow any trades or transactions in respect of certain securities or segments which may be below/above certain value/quantity as may be decided by SHAREWAY SECURITIES LIMITED from time to time;
- SHAREWAY SECURITIES LIMITED may at its sole discretion decline to carry out the instructions for any reason whatsoever.

8. Suspension and deregistering of Client's Account:

- If the Client apprehends that security of his account has been breached, the Client shall by writing SHAREWAY SECURITIES LIMITED, request suspension of transactions in the Client's account and SHAREWAY SECURITIES LIMITED may on receipt of such request suspend transactions in the account. The Client shall ensure pay in of funds and securities in respect of all transactions pending to be settled on or before the respective settlement date(s) and shall compulsorily square off all open derivative positions, failing which

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SHAREWAY SECURITIES LIMITED without further reference to the Client shall square off all open derivative positions prior to suspending the account. The account of the Client shall, if suspended, remain so suspended until such time as the Client's request in writing for reactivation of the account is not received by SHAREWAY SECURITIES LIMITED. Provided always that SHAREWAY SECURITIES LIMITED may, without prejudice to its other rights to effect recovery of its dues, sell all or any collateral and other securities of the Client lying with it in the Client's account towards full or part recovery of the dues owing by the Client without prior notice or consent.

- SHAREWAY SECURITIES LIMITED may at any time, as it considers necessary in its sole discretion and without prior notice to the Client, prohibit or suspend the Client's access to or use of the Services provided to the Client under this Agreement, whether in part or entirely.
- **SHAREWAY SECURITIES LIMITED reserves the right to suspend or terminate this Agreement and deregister the client without prior notice in the event of:**
 - a) Any breach of the terms of this agreement.
 - b) In the event of infraction of any Rules, Bye-Laws, Regulations of SEBI or the Stock Exchange or of the provisions of any law for the time being in force governing dealings in the securities market without prior notice or on the directions of SEBI and/or the Exchanges.
 - c) Upon the death, winding up, bankruptcy, liquidation or lack of legal capacity of the Client.
 - d) The Client being designated as a defaulter by any credit rating agency or any action or proceedings have been initiated by the relevant regulator/Authority including without limitation SEBI.
 - e) Bank account, demat account, securities account of the client being frozen or attached by any court of law or any other competent authority for whatever reason.
 - f) The Client having misrepresented facts at the time of entering into this Agreement or at the time of giving instructions or otherwise.
 - g) Any proceedings or investigations that involve the Client or his/its properties having been initiated (or is/are ongoing).
 - h) The Client fails to fulfil his/its payment obligations under this Agreement or other-wise due to SHAREWAY SECURITIES LIMITED or If the Client migrates to a jurisdiction which prohibits trading in Indian Securities or otherwise subjects SHAREWAY SECURITIES LIMITED or any of its employees to any licensing or registration requirements.

I agree and understand that SHAREWAY SECURITIES LIMITED may from time to time at its sole discretion amend or modify the policies and procedures under intimation to me / us.
I/we have read and understood the above mentioned policies and procedures.