

Standard Documents

S.No.	Name of the Document	Brief Significance of the Document	Page No
MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI			
1	Rights and Obligations of Stock Broker, Sub-brokers and Clients	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).	38-45
2	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	46-50
3	Guidance Note	Document detailing do's and don'ts for trading on exchange, for the eduction of the investors.	51-52
4	Policies and Procedures	Document describing significant policies and procedures of the stock broker.	53-55
VOLUNTARY DOCUMENT AS PROVIDED BY THE STOCK BROKER			
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RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB-BROKERS AND CLIENTS

as prescribed by SEBI and Stock Exchanges

1. The client shall invest/trade in those securities/contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Regulations of Exchanges/ Securities and Exchange Board of India (SEBI) and circulars/notices issued there under from time to time.
2. The stock broker, sub-broker and the client shall be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars/notices issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.
3. The client shall satisfy itself of the capacity of the stock broker to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before executing orders through the stock broker.
4. The stock broker shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.
5. The stock broker shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.
6. The sub-broker shall provide necessary assistance and co-operate with the stock broker in all its dealings with the client(s).

CLIENT INFORMATION

7. The client shall furnish all such details in full as are required by the stock broker in "Account Opening Form" with supporting details, made mandatory by stock exchanges/SEBI from time to time.
8. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the stock broker shall be non-mandatory, as per terms & conditions accepted by the client.
9. The client shall immediately notify the stock broker in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the stock broker on a periodic basis.
10. The stock broker and sub-broker shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the stock broker may so disclose information about his client to any person or authority with the express permission of the client.

MARGINS

11. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
12. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

TRANSACTIONS AND SETTLEMENTS

13. The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
14. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange where the trade is executed.
15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, Bye-laws, circulars and notices of Exchange.
16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand canceled, stock broker shall be entitled to cancel the respective contract(s) with client(s).
17. The transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/notices issued thereunder.

BROKERAGE

18. The Client shall pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker renders to the Client. The stock broker shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchanges and/or rules and regulations of SEBI.

LIQUIDATION AND CLOSE OUT OF POSITION

19. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the client understands that the stock broker shall be entitled to liquidate/close out all or any of the client's positions for nonpayment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
20. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/securities in favor of a Nominee shall be valid discharge by the stock broker against the legal heir.
21. The stock broker shall bring to the notice of the relevant Exchange the information about default in payment/delivery and related aspects by a client. In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of Director(s)/Promoter(s)/Partner(s)/Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

DISPUTE RESOLUTION

22. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.
23. The stock broker shall co-operate in redressing grievances of the client in respect of all transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc.
24. The client and the stock broker shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Regulations of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.
25. The stock broker shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-à-vis the client and he shall be liable to implement the arbitration awards made in such proceedings.
26. The client/stock-broker understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/stock-broker shall be binding on the client/stock-broker in accordance with the letter authorizing the said representative to deal on behalf of the said client/stock-broker.

TERMINATION OF RELATIONSHIP

27. This relationship between the stock broker and the client shall be terminated; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate is cancelled by the Board.

28. The stock broker, sub-broker and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
29. In the event of demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or/withdrawal of recognition of the sub-broker by the stock exchange and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the 'Rights and Obligations' document(s) governing the stock broker, sub-broker and client shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

ADDITIONAL RIGHTS AND OBLIGATIONS

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.

36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

ELECTRONIC CONTRACT NOTES (ECN)

37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.
40. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/regulations/circulars/guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.
41. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.
42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

LAW AND JURISDICTION

43. In addition to the specific rights set out in this document, the stock broker, sub-broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.

44. The provisions of this document shall always be subject to Government notifications, any rules, regulations, guidelines and circulars/notices issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchanges, where the trade is executed, that may be in force from time to time.
45. The stock broker and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal within the stock exchanges, if either party is not satisfied with the arbitration award.
46. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges/SEBI.
47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules/regulations/notices/circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.
48. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKERS TO CLIENT

(All the clauses mentioned in the '*Rights and Obligations*' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)

1. Stock broker is eligible for providing Internet based trading (IBT) and securities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The stock broker shall comply with all requirements applicable to internet based trading/securities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.
2. The client is desirous of investing/trading in securities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology. The Stock broker shall provide the Stock broker's IBT Service to the Client, and the Client shall avail of the Stock broker's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Stock broker's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
3. The stock broker shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/internet/smart order routing or any other technology should be brought to the notice of the client by the stock broker.
4. The stock broker shall make the client aware that the Stock Broker's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
5. The Client shall be responsible for keeping the User name and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Stock broker's IBT System using the Client's User name and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/securities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the stock broker.
6. The Client shall immediately notify the Stock broker in writing if he forgets his password, discovers security flaw in Stock Broker's IBT System, discovers/suspects discrepancies/ unauthorized access through his user name/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/securities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's User name/password in any manner whatsoever.
8. The stock broker shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the stock broker shall send the order/trade confirmation on the device of the client.
9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Stock broker and the Exchange do not make any representation or warranty that the Stock broker's IBT Service will be available to the Client at all times without any interruption.

10. The Client shall not have any claim against the Exchange or the Stock broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock broker's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Stock brokers/Exchange end for any reason beyond the control of the stock broker/Exchanges.

RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

This document contains important information on trading in Equities/Derivatives Segments of the stock exchanges. All prospective constituents should read this document before trading in Equities/Derivatives Segments of the Exchanges.

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

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

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

It must be clearly understood by you that your dealings on Stock exchanges through a stock broker shall be subject to your fulfilling certain formalities set out by the stock broker, which may inter alia include your filling the know your client form, reading the rights and obligations, do's and don'ts, etc., and are subject to the Rules, Byelaws and Regulations of relevant Stock exchanges, its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by Stock exchanges or its Clearing Corporation and in force from time to time.

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

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

1. BASIC RISKS:

1.1 Risk of Higher Volatility:

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

1.2 Risk of Lower Liquidity:

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

1.2.1 Buying or selling securities / derivatives contracts as part of a day trading strategy may also result into losses, because in such a situation, securities / derivatives contracts may have to be sold / purchased at low /high prices, compared to the expected price levels, so as not to have any open position or obligation to deliver or receive a security / derivatives contract.

1.3 Risk of Wider Spreads:

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

1.4 Risk-reducing orders:

The placing of orders (e.g., “stop loss” orders, or “limit” orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.

- 1.4.1. A “market” order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a “market” order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security /derivatives contract.
- 1.4.2 A “limit” order will be executed only at the “limit” price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.
- 1.4.3 A stop loss order is generally placed “away” from the current price of a stock / derivatives contract, and such order gets activated if and when the security / derivatives contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the security / derivatives contract reaches the pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a security / derivatives contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

1.5 Risk of News Announcements:

News announcements that may impact the price of stock / derivatives contract may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security / contract.

1.6 Risk of Rumors:

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

1.7 System Risk:

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

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

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

1.8 System/Network Congestion:

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

2. As far as Derivatives segments are concerned, please note and get yourself acquainted with the following additional features:-

2.1 Effect of “Leverage” or “Gearing”:

In the derivatives market, the amount of margin is small relative to the value of the derivatives contract so the transactions are ‘leveraged’ or ‘geared’. Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the margin amount. But transactions in derivatives carry a high degree of risk.

You should therefore completely understand the following statements before actually trading in derivatives and also trade with caution while taking into account one’s circumstances, financial resources, etc. If the prices move against you, you may lose a part of or whole margin amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

- A. Futures trading involve daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index / derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.

- B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

2.2 Currency specific risks:

- 1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.
- 2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.
- 3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

2.3 Risk of Option holders:

- 1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which becomes worthless when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires, to an extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.
- 2. The Exchanges may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances.

2.4 Risks of Option Writers:

- 1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.

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

3. TRADING THROUGH WIRELESS TECHNOLOGY/ SMART ORDER ROUTING OR ANY OTHER TECHNOLOGY:

Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/ smart order routing or any other technology should be brought to the notice of the client by the stock broker.

4. GENERAL

- 4.1 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a stock broker for the purpose of acquiring and/or selling of securities / derivatives contracts through the mechanism provided by the Exchanges.
- 4.2 The term 'stock broker' shall mean and include a stock broker, a broker or a stock broker, who has been admitted as such by the Exchanges and who holds a registration certificate from SEBI.

GUIDANCE NOTE - DO'S AND DON'TS FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS

BEFORE YOU BEGIN TO TRADE

1. Ensure that you deal with and through only SEBI registered intermediaries. You may check their SEBI registration certificate number from the list available on the Stock exchanges www.exchange.com and SEBI website www.sebi.gov.in.
2. Ensure that you fill the KYC form completely and strike off the blank fields in the KYC form.
3. Ensure that you have read all the mandatory documents viz. Rights and Obligations, Risk Disclosure Document, Policy and Procedure document of the stock broker.
4. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the stock broker. Note that the clauses as agreed between you and the stock broker cannot be changed without your consent.
5. Get a clear idea about all brokerage, commissions, fees and other charges levied by the broker on you for trading and the relevant provisions/ guidelines specified by SEBI/Stock exchanges.
6. Obtain a copy of all the documents executed by you from the stock broker free of charge.
7. In case you wish to execute Power of Attorney (POA) in favour of the Stock broker, authorizing it to operate your bank and demat account, please refer to the guidelines issued by SEBI/Exchanges in this regard.

TRANSACTIONS AND SETTLEMENTS

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
 - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.

- b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
 - c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
 - d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.
14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange. 15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

15. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges gives a public notice inviting claims relating to only the "transactions executed on the trading system" of Stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock exchanges within the stipulated period and with the supporting documents.
16. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock broker's insolvency or bankruptcy and the extent to which you may recover such money and/or securities may be governed by the Bye-laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors' Protection Fund in force from time to time.

DISPUTES/ COMPLAINTS

17. Please note that the details of the arbitration proceedings, penal action against the brokers and investor complaints against the stock brokers are displayed on the website of the relevant Stock exchange. 19. In case your issue/problem/grievance is not being sorted out by concerned stock broker/sub-broker then you may take up the matter with the concerned Stock exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI. 20. Note that all the stock broker/sub-brokers have been mandated by SEBI to designate an e-mail ID of the grievance redressal division/compliance officer exclusively for the purpose of registering complaints.

POLICIES AND PROCEDURES

POLICY ON PENNY STOCKS

Definition: Any stock which is trading on a stock exchange at a price less than the face value is defined as a penny stock. Further, such stocks can be fundamentally weak in terms of net worth, sales, market capitalization and/or profitability and may have violated provisions of the Listing Agreement of the exchange in which they are listed or have large number of investors complaints pending against them. Geojit BNP Paribas will have the right to refuse execution of trades in the above stocks. List of penny stocks is available in the customer care site.

Further, as per SEBI circular CIR/MRD/DP/6/2013 dated February 14, 2013, clients are requested to note the penalty criteria for certain trades in periodic call auction:

Penalty for trades in periodic call auction:- In the event where maximum of buy price entered by a client (on PAN basis) is equal to or higher than the minimum sell price entered by that client and if the same results into trades, a penalty shall be imposed on such trades. The penalty shall be calculated and charged by the exchange and collected from trading members on a daily basis. Trading members will recover such penalty from clients.

BROKERAGE RATE

Refer tariff sheet for brokerage and other charges.

EXPOSURE SETTING

Geojit BNP Paribas has absolute discretion in setting the exposure limit of a client.

Exposure varies from time to time and it is depending upon the net cash & collateral available in a client's trading account.

Geojit BNP Paribas reserves the right to withdraw the exposure limit of a client at any point of time, without any further notice, if there are any dues/margin shortage in the client's account.

Exposure will be updated on clearance of cheque for both online and offline accounts. However, cheques that are not cleared within four days of entry in back office will be cancelled.

Holdings can be sold if the shares are lying in client's beneficiary account of Geojit DP/any other demat account of the client linked to the trading account with Geojit and can be sold without any additional exposure .

100% credit balance is required in the trading account for trading in Trade-to-Trade scrips and other select stocks.

Out station cheques shall not be accepted.

Do not execute trade in banned scrips/contracts.

CLOSING OUT OF POSITIONS

If shares purchased by clients are pending in Geojit BNP Paribas's pool account due to non-payment of funds, such shares will be sold to the extend of amount due, at any point of time after settlement pay-in time stipulated by exchange.

In case of online accounts, shares will be sold at any point of time, if payments are not received before the settlement payin time stipulated by exchange.

In cash segment, if total debit % in the client's account is greater than or equal to the stipulated % of the total collateral, then the existing positions will be sold.

In the F&O segment, if there is no sufficient margin, the open positions will be squared.

If there is any position taken during the banned period, such position will be square off any point of time without further notice.

Geojit BNP Paribas reserves the right to square off any position taken without sufficient margin at any point of time without any further notice.

Geojit BNP Paribas reserves the right to square off existing positions if cheques received against these are dishonoured.

Geojit BNP Paribas reserves the right to invoke pledged shares to cover MTM losses.

In addition to above points, for online accounts, there will be auto square off of shares purchased in 'margin' for intraday trading. The timings of auto square off will be displayed on the internet trading website.

IMPOSITION OF PENALTY/DELAYED PAYMENTS

Any amounts which are due from the Client to Geojit BNP Paribas towards trading and or investments in any of the segments /exchanges or otherwise or on account of services availed or to any of Geojit BNP Paribas's group or associate companies will be charged delayed payment charges at such rate per month as may be determined by Geojit BNP Paribas from time to time.

The Client hereby agrees and authorises Geojit BNP Paribas to directly debit the same to the account of the Client.

The Client agrees that if payment is delayed by the Client, the value of which may be greater than the dues by the client to Geojit BNP Paribas may suspend fully or partially access to all or any of the Products and/or Services or take legal action or any such action as it may deem fit.

The rate of such charges is presently fixed as 24% p.a. and any change to the same shall be intimated to the client in the manner provided herein.

If there is any position taken during the banned period, penalty if any, will be debited to client account.

SHORTAGES IN OBLIGATIONS ARISING OUT OF INTERNAL NETTING OF TRADES

If a client fails to make timely delivery to Geojit BNP Paribas in respect of the shares or securities sold by him as notified by the Exchange from time to time i.e., in case of short delivery, the said un-discharged obligation on the part of the client shall be subjected to close out or auction in accordance with the rules and regulations of the Exchange. The loss, if any, on account of such close out or auction shall be debited to the account of the client. Under such cases, no further claims shall lie between the client and Geojit BNP Paribas. In case of shares purchased by client where no delivery was timely effected as required under the Rules and Regulations by the Exchange the short delivery will be closed-out by Geojit BNP Paribas in accordance with the Exchange procedure and the credit on account of such close-out or auction shall be made to the account of the client. Under such cases, no further claims shall lie between the client and Geojit BNP Paribas.

SUSPENDING/CLOSING/DEREGISTERING OF ACCOUNT

In all cases of non-payment, fraud, malpractice, violation of rules and regulations by the client, or if the continued association with the client is prejudicial to the interest of Geojit BNP Paribas and the market in general, at the absolute discretion of Geojit BNP Paribas, the account shall be suspended or cancelled or the client shall be deregistered with or without notice of 30 days or of a lesser tenure as the case may be. Accounts may be temporarily suspended or closed at the request provided the client gives a written request for the same.

TREATMENT OF INACTIVE ACCOUNT

All active trading accounts where the demat account is not with GBNPP and where there is no single transaction in any of our products for the last three years, will be changed to INACTIVE mode. In cases where the demat account is with us and there is no single transaction for the last five years in any of our products the account will be changed to inactive mode. Payments /fees received /KYC updations will also be considered as a 'transaction' as it indicates an activity performed by the client.

For reactivation of accounts, such clients will have to submit a reactivation request by mail or letter along with KYC updation.

RIGHTS AND OBLIGATIONS OF BENEFICIAL OWNER AND DEPOSITORY PARTICIPANT AS PRESCRIBED BY SEBI AND DEPOSITORIES

General Clause

1. The Beneficial Owner and the Depository participant (DP) shall be bound by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996, Rules and Regulations of Securities and Exchange Board of India (SEBI), Circulars/Notifications/Guidelines issued there under, Bye Laws and Business Rules/Operating Instructions issued by the Depositories and relevant notifications of Government Authorities as may be in force from time to time.
2. The DP shall open/activate demat account of a beneficial owner in the depository system only after receipt of complete Account opening form, KYC and supporting documents as specified by SEBI from time to time.

Beneficial Owner information

3. The DP shall maintain all the details of the beneficial owner(s) as mentioned in the account opening form, supporting documents submitted by them and/or any other information pertaining to the beneficial owner confidentially and shall not disclose the same to any person except as required by any statutory, legal or regulatory authority in this regard.
4. The Beneficial Owner shall immediately notify the DP in writing, if there is any change in details provided in the account opening form as submitted to the DP at the time of opening the demat account or furnished to the DP from time to time.

Fees/Charges/Tariff

5. The Beneficial Owner shall pay such charges to the DP for the purpose of holding and transfer of securities in dematerialized form and for availing depository services as may be agreed to from time to time between the DP and the Beneficial Owner as set out in the Tariff Sheet provided by the DP. It may be informed to the Beneficial Owner that *"no charges are payable for opening of demat accounts"*
6. In case of Basic Services Demat Accounts, the DP shall adhere to the charge structure as laid down under the relevant SEBI and/or Depository circulars/directions/notifications issued from time to time.
7. The DP shall not increase any charges/tariff agreed upon unless it has given a notice in writing of not less than thirty days to the Beneficial Owner regarding the same.

Dematerialization

8. The Beneficial Owner shall have the right to get the securities, which have been admitted on the Depositories, dematerialized in the form and manner laid down under the Bye Laws, Business Rules and Operating Instructions of the depositories.

Separate Accounts

9. The DP shall open separate accounts in the name of each of the beneficial owners and securities of each beneficial owner shall be segregated and shall not be mixed up with the securities of other beneficial owners and/or DP's own securities held in dematerialized form.

10. The DP shall not facilitate the Beneficial Owner to create or permit any pledge and /or hypothecation or any other interest or encumbrance over all or any of such securities submitted for dematerialization and/or held in demat account except in the form and manner prescribed in the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996 and Bye-Laws/Operating Instructions/Business Rules of the Depositories.

Transfer of Securities

11. The DP shall effect transfer to and from the demat accounts of the Beneficial Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Beneficial Owner and the DP shall maintain the original documents and the audit trail of such authorizations.
12. The Beneficial Owner reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions.

Statement of account

13. The DP shall provide statements of accounts to the beneficial owner in such form and manner and at such time as agreed with the Beneficial Owner and as specified by SEBI/depository in this regard.
14. However, if there is no transaction in the demat account, or if the balance has become Nil during the year, the DP shall send one physical statement of holding annually to such BOs and shall resume sending the transaction statement as and when there is a transaction in the account.
15. The DP may provide the services of issuing the statement of demat accounts in an electronic mode if the Beneficial Owner so desires. The DP will furnish to the Beneficial Owner the statement of demat accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the DP does not have the facility of providing the statement of demat account in the electronic mode, then the Participant shall be obliged to forward the statement of demat accounts in physical form.
16. In case of Basic Services Demat Accounts, the DP shall send the transaction statements as mandated by SEBI and/or Depository from time to time.

Manner of Closure of Demat account

17. The DP shall have the right to close the demat account of the Beneficial Owner, for any reasons whatsoever, provided the DP has given a notice in writing of not less than thirty days to the Beneficial Owner as well as to the Depository. Similarly, the Beneficial Owner shall have the right to close his/her demat account held with the DP provided no charges are payable by him/her to the DP. In such an event, the Beneficial Owner shall specify whether the balances in their demat account should be transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.
18. Based on the instructions of the Beneficial Owner, the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of thirty days as per procedure specified from time to time by the depository. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the Beneficial Owner or the DP and shall continue to bind the parties to their satisfactory completion.

Default in payment of charges

19. In event of Beneficial Owner committing a default in the payment of any amount provided in Clause 5 & 6 within a period of thirty days from the date of demand, without prejudice to the right of the DP to close the demat account of the Beneficial Owner, the DP may charge interest at a rate as specified by the Depository from time to time for the period of such default.
20. In case the Beneficial Owner has failed to make the payment of any of the amounts as provided in Clause 5&6 specified above, the DP after giving two days notice to the Beneficial Owner shall have the right to stop processing of instructions of the Beneficial Owner till such time he makes the payment along with interest, if any.

Liability of the Depository

21. As per Section 16 of Depositories Act, 1996,

1. Without prejudice to the provisions of any other law for the time being in force, any loss caused to the beneficial owner due to the negligence of the depository or the participant, the depository shall indemnify such beneficial owner.
2. Where the loss due to the negligence of the participant under Clause (1) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

Freezing/ Defreezing of accounts

22. The Beneficial Owner may exercise the right to freeze/defreeze his/her demat account maintained with the DP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions.
23. The DP or the Depository shall have the right to freeze/defreeze the accounts of the Beneficial Owners on receipt of instructions received from any regulator or court or any statutory authority.

Redressal of Investor grievance

24. The DP shall redress all grievances of the Beneficial Owner against the DP within a period of thirty days from the date of receipt of the complaint.

Authorized representative

25. If the Beneficial Owner is a body corporate or a legal entity, it shall, along with the account opening form, furnish to the DP, a list of officials authorized by it, who shall represent and interact on its behalf with the Participant. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

Law and Jurisdiction

26. In addition to the specific rights set out in this document, the DP and the Beneficial owner shall be entitled to exercise any other rights which the DP or the Beneficial Owner may have under the Rules, Bye Laws and Regulations of the respective Depository in which the demat account is opened and circulars/notices issued there under or Rules and Regulations of SEBI.

27. The provisions of this document shall always be subject to Government notification, any rules, regulations, guidelines and circulars/ notices issued by SEBI and Rules, Regulations and Bye-laws of the relevant Depository, where the Beneficial Owner maintains his/ her account, that may be in force from time to time.
28. The Beneficial Owner and the DP shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of the depository and that such procedure shall be applicable to any disputes between the DP and the Beneficial Owner.
29. Words and expressions which are used in this document but which are not defined herein shall unless the context otherwise requires, have the same meanings as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued there under by the depository and /or SEBI.
30. Any changes in the rights and obligations which are specified by SEBI/Depositories shall also be brought to the notice of the clients at once.
31. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Depository, where the Beneficial Owner maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

ADDITIONAL RIGHTS AND OBLIGATIONS FOR BROKING AND OTHER PRODUCTS AND SERVICES

THESE ADDITIONAL TERMS & CONDITIONS ARE VOLUNTARY AND AT THE DISCRETION OF THE CLIENT TO AGREE UPON AND CONFIRM

The Client acknowledges and agrees that he has read and understood and further agrees to be bound by the terms and conditions relevant to Capital market, F&O, Currency Derivative & Debt Market segments of the Exchange and as prescribed by Geojit. These additional Terms & Conditions ('T&C') shall be read in conjunction with and form part of the mandatory rights and obligations prescribed by the Securities and Exchange Board of India (SEBI).

1. This T&C shall, at all times, be subject to applicable law, any government notifications, relevant statutory rules, regulations, bye laws, directions and/or orders of the concerned regulatory body having jurisdiction over the transaction of the Products and/or Services, as the case may be.
2. The Client shall at all times continue to be responsible for any transactions made in his accounts. If the service offered to the Client is withdrawn for any reason including breach of this Agreement, and or terms and conditions by the Client, Geojit shall not be liable to return charges, if any, recovered from the Client for the period in question. The closure of the accounts of the Client shall automatically terminate the facility to avail or invest in all the Products and/or Services offered by Geojit. Geojit may suspend or terminate this Agreement without prior notice if the Client has breached any of the terms and conditions or the provision of this Agreement or it learns of the death, bankruptcy or lack of legal capacity of the Client.
3. The Client may exercise his option to execute and provide a Power Of Attorney (POA) and other necessary documents to Geojit for the purpose of availing or investing in the Products and/or Services in the form as Geojit may require from time to time.
4. The Client understands that Geojit may formulate internal business rules, procedures and policies for smooth and easy transaction, processing and settlement and the Client agrees to be bound by the same.
5. The Client shall notify Geojit forthwith, of any change in the details of the Client provided to Geojit or as set out in the KYC application form. Geojit shall not be responsible for any non-receipt of information or any other claims of the Client wherein the same is as a result of the Client notifying Geojit any change in the details of the Client.
6. Joint Accounts: If Client maintains a joint bank account, the other joint holder should irrevocably appoint the Client as attorney-in-fact to take all action on his or her behalf and to represent him or her in all matters with respect to this Agreement. Client agrees to indemnify Geojit, and Geojit shall be fully protected in acting upon the instructions of either of Client.
7. The Client warrants and represents that:
 - a) The Client shall, at all times, be responsible for his investment decisions and / or instruction for transaction placed, or applications preferred by the Client, online and or offline.
 - b) The Client understands that placing an instruction with Geojit, either electronically or otherwise, online or offline does not guarantee execution of the said instruction or acceptance of an application. Geojit shall not be deemed to have received any electronically transmitted instruction or application until Geojit has confirmed to the Client the receipt of such an instruction or application.

8. The Client authorises Geojit to process / execute all the orders/ requests placed by the Client online and or offline. The Client shall, at all times, be liable to pay Geojit, the commission/brokerage/fees, service tax, levies and other taxes and transaction expenses as applicable/ notified by Geojit on its Portal, website or otherwise by Notification, from time to time or as per the prevailing rules and regulations. Geojit is hereby expressly authorised to make advances and spend monies as may be required for carrying out such transaction.
9. The Client acknowledges that he is fully aware of the risks involved in online trading activities, including the risk involved due to unauthorised access or any technical difficulties. Geojit shall provide its services on a best effort basis. Geojit or the Exchanges shall not be liable for any delay in execution of orders or the non-execution of any order caused due to any suspension, interruption, non-availability or malfunctioning of the online trading service, trading systems, or the Exchange system or for any reasons whatsoever.
10. The client authorizes Geojit to accept the clients/client's representatives' verbal instructions/ orders in person or over phone and execute the same. The client understand the risk associated with verbal orders and accept the same, and agree that the client shall not be entitled to disown orders under the plea that same were not under his instructions.
11. Though orders are usually routed through the marketplace within seconds, certain orders, at Geojit's sole discretion, may be subject to manual review and entry, which may cause delays in processing their orders. Client also understand that with respect to market order, Client will receive the price at which their order was actually executed in the marketplace, which may be different from the price at which the security is traded when their order is entered into Geojit's system.
12. Any request for cancellation / modification of an instruction or application of the Client shall be subject to the same not having been acted upon or already being executed or it being outside the control of Geojit. An instruction or application shall be deemed to have been modified or cancelled only if Geojit sends a confirmation to the Client regarding the same.
13. Any order inadvertently accepted and executed without sufficient balance / exposure limits will be subject to cancellation or liquidation at Geojit's discretion. However, Client shall continue to be responsible for all his orders, including any orders, which exceed available limits in their account. If payment is not received by settlement date or intimated date, whichever is earlier, the Client's position may be squared off, without prior notification. In the event their account is liquidated, Client will be liable for any resulting losses and all associated costs incurred by Geojit. If due to internal netting of Client's obligations at Geojit itself, a Client receives short delivery, then Geojit may credit the buying Client who received short delivery with an amount calculated as per the applicable Stock Exchange definition or any other rate as may be decided by Geojit, and the equivalent amount will be debited to the concerned selling Client, who delivered short or buy in the required quantity and deliver the shares to the Client. Geojit shall follow the Rules and regulations as may be applicable from time to time in this regard.
14. Geojit shall be entitled to adjust the surplus amount available on any segment against the dues to Geojit on any other segment across all segments of the Exchanges.
15. In case of purchase of securities by the Client, at times Geojit may be unable to deliver the securities to the said purchaser on the pay-out day due to non-receipt of the securities from the stock exchange(s) or in case of non receipt of the said securities from another Client of Geojit who has sold the securities against the said purchase transaction. In cases of such short delivery, the securities shall be delivered to the purchaser as per the policy of the Geojit as amended from time to time and in accordance with the Byelaws, Rules, and Regulations of the relevant Exchange.

16. Geojit has provided on the website a facility for reconfirmation of orders, which are larger than that specified by Geojit's risk management, and Geojit has the discretion to decline/reject the execution of orders based on its risk perception.
17. Before executing any order Client should have sufficient exposure limits / ledger balance equal to or greater than the required margin money. Client is responsible to ensure that the available margin with Geojit is always above the minimum margin levels specified for the respective positions. Since Geojit also provides trading facility through internet it may not be possible for it to inform the Client about short fall in margin, if any, on a one to one basis. In case of shortfall in margin Geojit will check for availability of additional limits in Client's account to see whether adequate additional limits are available to restore the margin level to the initial margin levels, if not then the open positions may be squared off by Geojit, at its discretion. In case of change in margin percentage by the Stock Exchange, Geojit will have to change the margin percentage immediately and any shortfall in margin on Client's open position due to the same will be dealt in the same manner as specified above.
18. Geojit may, at its discretion due to market volatility and its risk perception, may change the margin percentage applicable for various open positions during the trading hours. It is the Client's responsibility to monitor its positions and ensure that adequate margins are available with Geojit at all point of time. Geojit may take such action as it may deem fit to cover the risks arising due to such margin shortfall including but not limited to closing of such positions. All costs, charges, brokerages, levies that may arise due to such transactions shall be borne by the Client.
19. Cross margining benefits are available across various segments and products within an Exchange. Geojit may consider providing /extending these benefits as and when they are permitted by the relevant Exchanges, subject to the rules and regulations governing the same.
20. Geojit may, at is discretion, consider giving payout of funds to the Client, before Exchange payout, on Client's request, for the shares sold by the Client in an Exchange. Geojit may levy such additional brokerage and or interest that it may consider necessary for offering such facility and that Geojit may offer the same subject to the Client having paid full delivery of the required shares due for pay-in and such other terms as it may deem fit. Geojit shall have the entire discretion to decide whether to offer the said facility to select or all Clients.
21. Geojit may, at its discretion, consider to offer exposure against the free holdings in the demat account maintained by the Client with Geojit/any other demat account of the client linked to the trading account with Geojit to enable the Client leverage his positions. The Client will however continue to be responsible for settlement of all transactions created by utilizing such additional exposure. Geojit may, at its discretion, increase / reduce the haircut applied to shares without any further intimation to the Client. Geojit may close the positions based on the market conditions and risk perception without any further intimation to the Client if the Client has taken positions against the exposure provided against shares and securities. Geojit shall levy interest at such rate as it may deem fit and may also change the rate from time to time under intimation. Geojit shall be entitled to close such positions and may sell such securities and shares available as a security for its obligation of Client to recover the outstanding dues.
22. Geojit may at its discretion consider permitting Client to sell the shares pending purchase settlement at the Exchange.

23. The Client further agrees that Geojit shall under no circumstances be held liable by the Client in case of its online and or offline systems or Portal or its website or any related third party's site / services access not being available in the desired manner for reasons including but not limited to outages, natural calamity, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware error or any other force majeure reason that might prevent the Client from any transaction in Products or availing the Services or might prevent Geojit from executing any transaction on behalf of the Client or providing any Service to the Client. The Client further agrees that Geojit will not compensate the Client in any manner, including for "lost opportunity" viz. notional profits.
24. The Client acknowledges and confirms that the employees of Geojit are not authorized to give out any advice and the Client shall at all times be responsible and liable for his own actions/inaction. The Client may be able to access investment research reports through the Internet from the website, including computerized online services or other media. The availability of such information does not constitute a recommendation to buy or sell any of the investment Products. Any investment decisions will be based solely on the Client's own evaluation of financial circumstances and investment objectives. Any such information/data provided are only for the Client's individual use and the Client shall not furnish such data to any other person or entity.
25. The Client is aware that Geojit provides research reports ("Research Reports") and market news electronically and or otherwise. Opinions expressed in the Research Reports, if any, are individual views and are subject to change without notice. The Client has the absolute discretion to act on the said Research Reports. The Client agrees not to hold Geojit responsible for any losses or damages suffered by the Client, whatsoever, on account of acting upon such Reports and shall accept the Terms and Conditions related to such services while availing them. Neither Geojit nor any other party disseminating the Research Reports guarantees or shall be liable for the timeliness, sequence or completeness of the Research Reports.
26. Geojit may consider providing Products and/or Services through mobile and or SMS subject to such terms and conditions as may be notified from time to time. The Client agrees, accepts and understands the benefits and risks associated with such provision and the consequences of not updating the mobile number.
27. The Client expressly authorizes Geojit, to send the transaction statements, confirmations, documents or statements pertaining to the products and services offered by Geojit either by email or on website (in secure environment) or both and is aware that it will not receive the transaction statements in paper form, subject to the Client executing the necessary documents for the same.
28. Neither Geojit nor any other party disseminating any data/ message/ information guarantees the timeliness, sequence or completeness of any data, information or message disseminated by it. Geojit shall not be liable in any way for incorrect, misleading, incomplete or 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.
29. The Client accepts full responsibility for the monitoring and safeguarding his accounts and agrees to take all the necessary steps to ensure confidentiality and secrecy of the login name and password of the Client. The Client shall immediately notify Geojit, in writing, if the Client becomes aware of any issues, loss, theft or unauthorized use with respect to any of the transactions/ accounts maintained with Geojit. If the Client fails to notify Geojit immediately upon the Client's knowledge of any of the above conditions occurrence, neither Geojit nor any of its officers, directors, employees, agents, affiliates or subsidiaries can or will have any responsibility or liability to the Client or to any other person whose claim may arise through the Client for any claims including but not limited to claims arising with respect to the handling, mishandling or loss of any order.

30. The Client understands that Geojit may at any time at its sole discretion and without prior notice to the Client, prohibit or restrict Client's access to the use of its Portal, website or related Products and/ or Services and Client's ability to deal in.
31. The Client is aware, understands, agrees and authorises that Geojit may, at its discretion record the conversations between the Client/its representative and Geojit, either personally or over the telephone, or other electronic media. Such recordings may be relied upon by Geojit and the Client, as and when required, to resolve dispute(s) arising as a result of any transactions/availing/investing in the Products and/or Services, as the case may be. The Client also agrees that such recording and Geojit's records of any orders, instructions and communications given or made by the Client or Geojit including its authorised representatives by email, fax or other electronic means shall be admissible a evidence and shall be binding evidence on the Client.
32. The Client hereby agrees to indemnify Geojit against any loss (actual or notional), costs, expenses etc., which may be suffered by Geojit and/ or their Group Companies and associates, or against any claim, demand, action, proceeding that may be initiated against Geojit and/ or their Group Companies and associates, in connection with non-compliance of any applicable rules and regulations or arising out of or in connection with /due to a breach of any of the Client obligations under the Agreement, Terms and Conditions, etc.
33. The Client acknowledges and agrees that Geojit accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any country other than that of India. The mere fact that the Website can be accessed by a person in a country other than India would not mean that the laws of the said country would govern the Products and/or Services offered under the agreements
34. Geojit discloses herewith that it currently does not undertake proprietary trading.
35. Geojit shall be privy to information relating to the Client, including information that is of a confidential nature in the process of the Client availing the Products and/or Services. Geojit has taken all necessary steps to protect the same in accordance with the applicable standards and procedures. The Client hereby accepts and agrees to be bound by Geojit Rules and Policies as provided from time to time in this regard, including the Privacy Policy.
36. The Client acknowledges and agrees that Geojit may share the personal information collected from the Client with third parties, in furtherance of any related agreements or arrangements that Geojit has entered in to with such third parties and the Client hereby grants express permission for the same. In case the Client withdraws the consent for usage of his/its personal information, Geojit reserves the right to not provide the services or to withdraw the services for which, the said information was sought.
37. The Client shall not act as a Sub-Broker without prior written permission of Geojit and without obtaining certificate of registration from Securities and Exchange Board of India (SEBI).
38. Client may be permitted to exercise the right to close/ freeze any of the accounts with Geojit only if there is no obligation pending to be met by the Client in favour of Geojit.
39. Termination of this Agreement shall not have any effect on the transactions executed before the date of such termination and the parties shall enjoy the same rights and shall have the same obligations in respect of such transactions.

DAY TRADING TERMS AND CONDITIONS

The terms and conditions for Day Trading may vary, at Geojit's absolute discretion, for each channel, based on the risk profile of the Client and the market conditions. Geojit may also vary the terms and conditions during the market hours based on market volatility and its risk perception without any further communication or intimation to the Client.

- a) Day Trading shall be permitted only in the list of scrips specified for the purpose by Geojit from time to time.
- b) The margin percentage applicable to each of the scrip shall be equal to the total margins levied by concerned Stock Exchanges and may be changed at the discretion of Geojit from time to time without any further intimation.
- c) The minimum margin percentage at NSE and BSE shall be same for Day Trading.
- d) Day/ Margin positions can be converted to delivery before the defined cut-off time subject to availability of clear funds or free securities balance.
- e) Mark-to-Market (MTM) process shall be triggered at periodic intervals during the day and MTM losses arising, if any, shall be fully recovered from the available buying power and MTM profits, if any, shall not be added to the Clients buying power. Also the MTM losses of one scrip shall not be netted off against the MTM profits of another scrip of the same client.
- f) Additional Margin call shall be made by Geojit in case the Mark to Market (MTM) loss on the open margin positions exceeds the defined threshold limits.
- g) If the balance is not sufficient to cover the MTM losses and or the additional margin call then the open positions under Day category shall be squared-off at the Client risk without attempting to call the Client, or converting to delivery or giving some grace time. If the Client has taken Day positions in many scrips then the scrip to be squared off on Clients behalf shall preferably and not necessarily be chosen on the basis of the descending order of the loss incurred, until the balance turns positive.
- h) Geojit shall have the discretion to square off Clients open Margin position in case they have not been squared off or converted to delivery before the defined cut-off time.
- i) Geojit may define the cut-off time at which the auto square off process shall be triggered and this may vary from time to time. The timings shall however be notified on the trading screen.
- j) The auto square off orders shall be generated at market price and they may be executed at any price, which may be different from the price prevalent at the cut-off time.
- k) The losses, if any, arising on execution of the auto square off trades shall be borne by the Client.
- l) Geojit shall have the right to cancel any or all open orders and/or close any or all outstanding contracts.
- m) Open Margin positions that are not squared off for reasons beyond the control of Geojit such as price band, technical issues, etc. shall be converted to delivery.

- n) If the position cannot be successfully converted to delivery due to non-availability of funds in case of open buy positions then the shares shall not be delivered to the Clients. Geojit shall liquidate such shares instantaneously on the receipt of purchased securities from Exchange and the Clients shall be liable for any resulting losses, brokerage and all associated costs incurred for the purpose.
- o) If the position cannot be successfully converted to delivery due to shortage of shares in demat account linked to trading in case of open sell positions then the Clients shall have to bear the auction and or close out as per the rules of the concerned Exchange. Consequently, Clients shall be responsible for any resulting losses and all associated costs including penalty levied by the Exchange.

Exposure: The exposure limits permitted against the eligible securities may vary from time to time and will be based on the risk perception of Geojit. Geojit may at its sole discretion consider changing the same without prior intimation to the Clients.

Short Sales: Before executing any sell order, Client should have sufficient exposure limits / ledger balance equal to or greater than margin money. Any order accepted without free stock balance in the account would be deemed a short sale. Short Sales can be settled by squaring off the trade within same trade cycle. Client agree and understand that if Client does not square off the position by the stipulated time before the close of market hours on the last day of the trading cycle, Geojit has all the right to square off the position on the same day or on any later date. Any such purchase may be made at any time at Geojit's discretion on any exchange or other market where such business is usually transacted, or at public auction. Client is responsible for any losses or expenses incurred by Geojit's as a result of their failure to make such delivery/Square off the trade. As and when SEBI and its Regulatory bodies come up with new circulars, notifications or guidelines with respect to operations, trading and other related matters Geojit will be modifying these terms and conditions to meet the requirements.

Long Buys: Before executing any buy order Client should have sufficient exposure limits / clear ledger balance equal to or greater than the required margin money. Any long buys can be settled by squaring off the trade within same trade cycle. Client agree and understand that if Client do not square off the position by the stipulated time before the close of market hours on the last day of the trading cycle, Geojit will have all rights to square off the position on the same day or on any later date. Any such sales may be made at any time at Geojit's discretion on any exchange or other market where such business is usually transacted on private sale. The Client is responsible for any losses or expenses incurred by Geojit's as a result of their failure to make payment / square off the trade.

Calls for additional Collateral and Liquidation: If it is considered necessary for its own protection, Geojit may require the Client to immediately deposit cash or collateral into their account prior to any applicable settlement date in order to assure due performance of their open contractual commitments. If Client do not provide such additional cash or collateral, Geojit is entitled to sell any or all securities and or close all or some open contracts and or other property in their account, buy any or all securities and other property which may be short in their account, cancel any or all open orders and/or close any or all outstanding contracts. In addition, Geojit may exercise any or all of the above rights without demand for additional cash or collateral, or notice of sale or purchase, or other notice or advertisement. Any such sales or purchases may be made at any time at Geojit's discretion on any exchange or other market where such business is usually transacted, or at public auction or private sale. Issuance of any prior demand or call or prior notice of the time and place of such sale or purchase shall not be considered as a waiver of Geojit's legal right to sell or buy without any such demand, call or notice.

TERMS AND CONDITIONS GOVERNING TRADING IN FUTURES AND OPTIONS

1. The Client shall ensure that such limits as prescribed by the Regulations are not crossed intentionally or unintentionally and Client shall be liable for the consequent actions by the Exchange and Geojit upon crossing such limits intentionally or unintentionally.

2. Geojit will at its discretion decide the contracts that are available to the Client for transacting under Futures and Options, and may vary the availability of the same from time to time without prior intimation to the Client.
3. Geojit may at its sole discretion adopt portfolio based margining system or individual contract based margining.
4. Geojit may levy such margins including Initial margin, exposure margin and additional margins as it deems fit.
5. The margins levied by Geojit may be greater than the margins levied by the Exchange. Geojit may change the margin percentage based on its risk perception and market volatility without prior intimation to the Client.
6. Geojit will accept the margins in the form of cash and or securities as it may deem fit.
7. Geojit will define the list of securities acceptable towards margins and the same may be changed from time to time and the haircut applicable may vary from scrip to scrip.
8. Geojit will define the exposure percentage to be given against the securities that may vary from client to client and may also vary from time to time without prior intimation to the Client.
9. Exchange has placed limits on the open positions in the Derivative contracts. Exchange levies fines and penalties for violating the said norms. It shall be the responsibility of the Client to ensure that such limits are not crossed intentionally or unintentionally and Client shall be liable for the consequent actions by the Exchange and Geojit upon crossing such limits intentionally or unintentionally. The Client fully acknowledges that the facility for Day trading and or roll-over in such contracts is offered only for the Client conveniences and that the Client will assume full accountability for the same.
10. Mark-to-Market (MTM) process shall be triggered at periodic intervals during the day and MTM losses arising, if any, shall be fully recovered from the available limits and MTM profits if any shall not be added to the clients limits intra-day. Also the MTM losses of one contract shall not be netted off against the MTM profits of another contract of the same client.
11. Additional Margin call shall be made by Geojit in case the Mark to Market (MTM) loss on the open margin positions exceed the defined threshold limits.
12. The Client shall bring in additional / adequate securities / cash to meet the margin requirements at all point of time.
13. The Client shall be entirely responsible for maintaining adequate margins and that Geojit shall not liable to keep the Client informed of the margin requirements.

MARGIN OFFERED IN FORM OF SECURITIES BY THE CLIENT

The Client may offer demat securities as Margin subject to the following terms and conditions, to meet margin requirement and for due performance of the Client's obligations, commitments, liabilities including repayment of any amounts due by the Client to Geojit, Geojit affiliates, or any third party arising out of or incidental to the Client transactions. Such securities offered as Margin by the Client are hereinafter referred to as "Margin Securities".

1. Geojit shall have the sole discretion to accept or reject any securities offered as margin by the Client or require the Client to furnish any additional securities as margin.

2. The Client, if so determined by Geojit, shall place the Margin Securities at the absolute possession/ disposition of Geojit or such custodian/ depository participant/Clearing Member as may be determined by Geojit at its sole discretion and such possession / disposition shall not be disputed by the Client. Provided however that the Client may be permitted to have access to the Margin Securities in the manner and subject to such terms and conditions as determined by Geojit from time to time and provided further that the Client confirms, affirms and covenants with Geojit that the Client shall do all such acts and things, sign such documents and pay and incur such costs, debts and expenses as may be necessary in respect of the possession/ disposition.
3. The Margin Securities would constitute security towards due performance of the Client's obligations, commitments, operations, obligations and liabilities arising out of or incidental to any transactions made, executed, undertaken, carried out or entered into by the Client pursuant to any agreements entered into by the Client with Geojit . The Client undertakes and agrees that the Margin Securities shall be owned by the Client and shall be free of any charge, lien or other encumbrances at the time of offering the same towards margin to Geojit.
4. Geojit may require the Client to furnish additional Margin Securities as may be required by Geojit and the Client shall be bound to furnish them. No charge, lien or encumbrance of any kind shall be created by the Client over the Margin Securities offered to Geojit without Geojit's prior written permission. Further the Client shall not do or allow anything to be done that may prejudice the interest of Geojit in respect of the Margin Securities, while the Client remains liable to Geojit, in any manner whatsoever, without the prior written permission of Geojit.
5. Geojit shall also be entitled to give such instructions to the DP acting as the Depository Participant to block/mark a lien on the Margin Securities offered by the Client and upon such instructions the Client shall not be able to deal or trade in such Margin Securities without consent of Geojit.
6. If in the opinion of Geojit, the Client has failed to perform and/or failed to fulfill any of its engagements, commitments, operations, obligations or liabilities as a Client of Geojit including for any sums being due by the Client to Geojit or to any other third party including National Securities Clearing Corporation Limited, clearing house or any Exchange, arising out of or incidental to any transactions executed, then Geojit without giving any notice to the Client, shall be empowered /entitled to invoke pledge, sell, dispose of or otherwise effect transfer of any or all Margin Securities in such manner and subject to such terms and conditions as it may deem fit and that the money realized, if any, from such sale /disposal/transfer subject to brokerage payable to Geojit for such sale / disposal /or other transfer shall be utilized/ disbursed by Geojit in such manner as it may deem fit.
7. The Client shall do all such things, deeds, acts and execute all such documents as are necessary to enable Geojit to effect such sale / disposal/ transfer stated above. All decisions by Geojit in respect of the obligations or liabilities or commitments of the Client and the amount claimed in respect thereof shall be binding on the Client and Geojit shall not have any liability whatsoever to the Client or any other person for any loss, damage, expenses, costs etc, either actual or notional, consequent to such sale/disposal/transfer.
8. If the total amounts realized from such above sale/ disposal /transfer is insufficient to fulfill the Client's obligations /dues, the Client shall, forthwith and without demur, upon being requested by Geojit, furnish the balance amount along with related costs, expenses and interest at such rate as decided by Geojit from time to time. Geojit shall also have the right to sell/ dispose/ transfer any other securities of the Client, at the cost of the Client and without intimation to the Client. The Margin Securities shall be at the disposal of Geojit and remain available in respect of the obligations, liabilities or commitments of the Client and may be utilized in the discretion of Geojit.

9. The corporate action benefits such as dividends, bonus, redemption benefits, interest, dividend accruing on the Margin Securities during the period of transfer except post pledge invocation or selling or otherwise effecting transfer of the Margin Securities, the above shall accrue to the Client and the Client shall be entitled to receive the same from Geojit.
10. The Margin Securities shall continue to be available to Geojit towards the dues of the Client to Geojit arising out of any agreement between the Client and Geojit and the same shall not be affected in any manner whatsoever by any action by Geojit against the Client including suspension or termination of any of the account or any agreement with Geojit.

MUTUAL FUND TERMS AND CONDITIONS

1. The Client shall comply with the KYC norms and such other rules, guidelines as may be introduced by the regulators. The Client agrees to update any changes in the information provided under KYC with the relevant authorities and will not hold Geojit responsible for losses and inconveniences arising as a result.
2. The joint holders of the Mutual Fund Account shall confirm that they understand, agree and accept that, by virtue of such joint holder-ship, their names shall also be required to be mentioned in the relevant application forms that are being submitted for processing on behalf of the first holder of the Mutual Fund Account. The joint holders agree to such naming in the forms and further agree to hold Geojit harmless in any related queries by any Authorities or Regulators and also not to raise any claim or dispute against Geojit for such filling up of names.
3. Geojit shall offer the services as stated under this arrangement only pursuant to the instructions of the Client. These instructions may be given electronically through the internet, offline channels including but not limited to phone, call center, mobile, SMS, and such other channels as Geojit may introduce from time to time. These instructions shall be admissible in evidence and shall not be questioned by Client and shall be conclusive and binding against the Client.
4. Clients default Bank account as last updated and evidenced on account statement shall be considered for Mutual Fund transactions. Redemption and or dividend proceeds shall be given in the said bank account either in electronic mode or otherwise by the Fund House / registrar / or such other entity as may be permitted by regulations governing mutual funds.
5. Geojit / AMC / Registrar shall not be liable for any loss that may arise to the Client as a result of the correct NAV not being allotted to the Client's transactions on the website for reasons stated in the Supplemental Agreement.
6. Any request of the Client falling due on a holiday i.e. other than Business day shall be processed on the next Business Day and respective NAV would be applicable as per the scheme offer document.
7. For change of address, bank details or any other personal details of the Client, the Client agrees to send a letter along with the required proofs / documents to Geojit signed by all the unit holders. The Client also understands and agrees to update the required changes under KYC norms with the relevant authorities.
8. The Client agrees to receive all communication related to his transactions by electronic mode from Geojit, Mutual Fund, and its Registrar's. However, should the Client require a physical statement, he may request the Fund House / Registrar / Geojit for the same. The Client can view his holdings and transaction status details on Geojit website and can print the same.

9. After the first purchase transaction the Client shall not be permitted to transact until a folio is allotted by the Fund House/ its registrar. Geojit does not accept any liability for delay in processing time at the Mutual Fund's or Registrar's end. The Client however understands and agrees that in case he has been allotted multiple folios then Client shall give his/her consent to Geojit to arrange to merge the folios by transferring all the units of different folios under a single folio of the Client failing which Geojit may not permit any further transactions in the said Fund house.
10. In case of purchase transaction, Geojit may consider to collect the payment from the Client vide his investment account, or by providing a payment gateway to his bank account for real-time fund transfer, or cheque or such other financial instrument as it may consider appropriate to process the said transaction. The nature of the payment may also vary depending on the channel selected for investment.
11. In case of redemption requests, the redemption proceeds will be directly given to the Client's bank account electronically or otherwise.
12. For all correspondences with Geojit, the Client shall quote his investment account number / Mutual Fund account number, as may be applicable, failing which Client shall not hold Geojit responsible for the consequences resulting in losses, delay, rejection, etc.
13. The Client agrees that Geojit shall be entitled to:
 - a) Do all such acts, deeds and things as may be necessary for or incidental to provision of services and facilities including giving intimations, confirmation, undertaking etc. on behalf of the Client;
 - b) Receive and process the transaction status feedback from the Registrars / Fund Houses/ Issuers, etc;
 - c) Do or omit to do all such acts and things as Geojit may consider it to be necessary or desirable in order to comply with any laws, orders, rules, regulations or directions of any government, regulatory or other authorities.
14. The Client expressly permits Geojit to disclose to third party, all such information pertaining to the Client as may be required from time to time, for the Client to be able to apply for / invest in/avail of any or all of the Products and/or Services.
15. The Client expressly authorizes Geojit to block the amount in the Investment Account required to settle the obligation against the desired limits and in case of the Client availing or investing in any Products and/or Services, as the case may be, either in part or in full, to debit the Client's Investment Account to the extent necessary to settle the obligations and credit the respective account. The Client agrees that Client shall not be permitted to withdraw, or otherwise use the blocked and/ or allocated funds in his Investment Account.
16. The Client further confirms, declares and covenants that Geojit shall not be held responsible for non-allotment of Mutual Fund units either fully or partly to the Client, for any reason whatsoever. Geojit / and or its Portal shall not be held responsible in case due to any reason the bid/application/revision instruction sent by the Client is not received by it, or if the application /revision could not be uploaded / submitted in the manner required, or to other concerned related party, or such matter could not be sent/notified to the bankers / registrar to the issue.

17. Geojit shall not be held responsible for non-receipt or delay in/incorrect receipt of refund, if any, from the registrar/issuer. Geojit shall not be held responsible for incorrect tax deduction at source (TDS) by the registrar/issuer, if applicable, or for non-receipt or delay in / incorrect receipt of TDS certificate, if any.

TERMS AND CONDITIONS GOVERNING “SUP FACILITY”

‘Selling Unsettled Purchases’ hereinafter referred to as “SUP”, is a facility offered by Geojit which allows the Client to sell the securities which the Client purchased through Geojit pending Exchange settlement, before the same are credited to the Client’s demat account, and hence the Client need not wait to sell the securities till the actual credit of the purchased securities into his demat account.

1. Geojit may, at its discretion, offers SUP facility subject to the terms and conditions as it may deem fit. Notwithstanding the above, Geojit reserves the right to refuse this facility to any Client or group of Clients at its sole discretion and without assigning any reason.
2. The terms and conditions applicable for each channel for availing SUP may differ as they are generally driven by risk management, Client profile and other relevant factors unique to each channel.
3. Geojit shall decide upon the list of eligible securities for SUP that would be subject to change at the sole discretion of Geojit from time to time. Geojit may also decide to withdraw a particular security from the list without notice to the Clients and without assigning any reasons whatsoever.
4. Under SUP facility the quantity of securities available for sale shall be only such percentage of the quantity of securities bought by the Client, as may be permitted by Geojit from time to time or only such percentage of the sales value shall be available to the Client or Geojit may decide not to place any such restrictions. Geojit may at its sole discretion change the rules and or vary the percentage, if it deems fit, without notice to the Clients and without assigning any reasons whatsoever and the Client will at all times be required to abide by such decision. The Client shall be permitted to sell the previously bought security under SUP within such number of days as prescribed by Geojit from time to time. Securities bought on a particular day (i.e. day T) can be sold by the Client within the period commencing on T+1 day and ending on the settlement date as prescribed by the exchange (currently, T + 2) or by an earlier day if so specified by Geojit or any such date as Geojit may decide from time to time. The Client will not be allowed to sell the securities on a date later than the specified date under this facility. The purchase and sale transactions of the securities under the SUP facility will be on the same Exchange i.e. securities purchased from NSE will be allowed to be sold only on the NSE, and not on the BSE. However in case of securities under no delivery period, the T+1 day will start from the day on which the scrip comes out of no delivery.
5. For Online channel, Geojit may decide to provide the details of the securities purchased by the Client which are pending to be credited to the Client’s demat account on the website and the Client may place order to sell the eligible securities under the SUP facility. On the placement of a SUP sell order, the order quantity is added to the existing blocked quantity, if any. The available quantity is reduced by the blocked quantity. The brokerage rates will be the same as that applicable for cash trades or at such rate as may be prescribed by Geojit from time to time.
6. Pursuant to the Client availing of this facility the securities bought by the Client in one settlement shall be retained either partly or fully by Geojit in its demat account for the purpose of meeting the pay-in obligation of the Client towards the securities sold by the Client in the subsequent settlements.

7. In case there is a short delivery from the Exchange for the earlier buy transaction, then the Client will also be giving short delivery for his sell transaction unless the Client makes appropriate arrangements to deliver the balance securities sufficiently in time for the exchange pay-in. The Exchange would either give delivery of shares bought earlier through market auction or shall closeout the buy transactions as per the Exchange Regulations. However, this would not help the Client in meeting his sale delivery obligation already committed by him as even if he receives the shares bought earlier through auction settlement, by that time the securities pay-in date for his sell transaction would be over. In such case, the Client will have to face auction proceedings against his sale transaction and will have to bear the auction losses, auction penalties, cost of funding and any other incidental charges etc. All costs and consequences of any auction arising out of such SUP sell transactions shall be fully borne by the Client and Geojit would not be held responsible for any such short delivery received by the Client and the consequential impact thereof.
8. In case of short delivery, Geojit will reduce the trading limits of the Client to the extent of the likely auction. On receiving the actual auction amount from the Exchange the limits will be adjusted to reflect the same and the auction amount will be recovered from the Client. In order to recover any pending dues from the Client pursuant to the Client availing of the SUP facility, Geojit may transfer any funds/ securities pertaining to the Client or may sell the client's securities.
9. The use of this facility is entirely voluntary and the facility has to be used in accordance with the applicable rules/regulations/ guidelines specified by the SEBI and other competent authorities, from time to time. Geojit disclaims all liability for any loss caused to the Client out of the purchase or sale of securities through use of this facility.
10. Geojit offers this facility in accordance with the rules/ regulations/ guidelines specified by the SEBI and other competent authorities from time to time pertaining to secondary market for securities. Geojit reserves the rights to change these terms and conditions at any time in accordance with the regulations specified. These Terms and Conditions will be applicable for all the SUP trades executed by the Client through Geojit.

TERMS AND CONDITIONS GOVERNING CLIENT CARE CENTER FACILITIES

The following are the specific terms and conditions relating to the Client Care Center Facilities (hereinafter referred to as "CCC") being offered by Geojit to its Clients whereby, the Client can place orders over the phone, to be executed by Geojit, vide the platform offered by Geojit. T

1. For the purpose of availing CCC services, the Client will be required to call on the specific numbers intimated or notified from time to time by Geojit for the said purpose by means of an email and/or by putting up such numbers on the Website or otherwise. CCC numbers will be subject to changes at Geojit's sole discretion, which change shall be intimated/ notified to the Client on the website and email. "Website" shall refer to www.geojitbnpparibas.com and all other sub-domains or to such other website as may be maintained by Geojit from time to time.
2. TIN & PIN will be required for the purpose of validating the Client's personal identification details and ascertaining the genuineness of the caller. "TIN / PIN" shall mean the Telephone Identification number and the Personal Identification number provided by Geojit to the Clients. TIN and PIN serve an authentication and identification mechanism for Clients while placing the orders over the phone. The Client understands and agrees that Geojit will take action on the instructions based on the TIN/PIN.

3. Geojit may place the order for the Client after Geojit is satisfied of the Client's credentials. Geojit may at its sole discretion consider accepting and acting on the instructions of the Client without the TIN/PIN only after satisfying itself of the genuineness of the identity of the Client. The Client shall take all necessary steps to ensure secrecy and confidentiality of TIN and PIN.
4. Geojit shall be entitled to use the user-id made available by the Client for the purpose of executing the orders placed by the Client over the phone and agrees to hold Geojit harmless for any such usage. All orders placed by Geojit on behalf of the Client using the Client's user id shall be deemed to have been placed by the Client himself.
5. Orders to be placed with an exchange may be placed by the Client during market hours with the Client Care Staff (CCS) for execution on the same trading day. Geojit may consider accepting orders from the Client after market hours that shall be entered for execution by Geojit on the next trading day of stock.
6. The Client shall ensure that for security reasons, the Client himself or his authorized representative shall call and place the required orders over the phone in accordance with the terms hereof.
7. Neither Geojit nor the CCS shall accept any liability that may arise as a consequence of the incomplete /incorrect data or information provided to the CCS over the phone and/or any error in the execution of an order due to such incomplete/incorrect data.
8. Geojit is entitled to decide the charges applicable for availing this facility. Geojit reserves the right to modify the said charges from time to time, or discontinue this service at any time without assigning any reasons for the same. Provided that Geojit shall intimate the Client, the modified charges and/or any change in the same either through an e-mail or by putting up the said charges and/or changes to them on the Website, orally or any other mechanism as it may deem fit.
9. The Client will be required to pay service charges per call and or per order placed using this facility. Geojit shall recover this amount from the Client, by means of a direct debit to the Client's investment account or any other relevant account. The Client agrees to permit Geojit to debit the Client's investment account or any other relevant account for the payment of the above mentioned charges on his behalf. Geojit shall, at its discretion, be entitled to the said charges in respect of any order placed, irrespective of whether an order is placed over the phone was executed or not. It shall be the Client's responsibility to maintain adequate balance in his account so as to enable Geojit to debit his account for such above-mentioned charges. If Geojit is unable to recover the charges from the Client, due to insufficient balance in the Client's account, then such a Client shall be debarred from availing of this facility from the time Geojit is not paid for such facility.
10. The above mentioned service charges for the CCC facility are exclusive of the applicable brokerage charges or any other charges that may be applicable to the nature of the transaction being placed by the Client. Such applicable brokerage charges or any other charges shall be payable to Geojit for the executed orders of the Client that have been placed by the Client over the phone using CCC. The Client is required to check the Fee schedule on the Website for the purposes of knowing the applicable brokerage charges or any other charges.
11. Once the orders are placed by the Client over phone and are sent by Geojit to the Exchange for execution or to the concerned authority, the Client may check the status of such orders, online on the website or at the CCC.

12. The Client hereby agrees to hold Geojit and the CCS harmless against all actions, claims and liabilities that may be incurred by them due to any action initiated or threatened that may be initiated against them due to the performance of any of their obligations herein and agrees that Geojit and the CCS shall not be liable for any loss suffered by the Client on account of non execution of the order placed over the phone due to any reason whatsoever.

TERMS & CONDITIONS FOR DOCUMENT DELIVERY

1. Subject to applicable rules and regulations of the relevant Regulators, Geojit may, in its discretion, send any document that is obligatory to be sent to the Client by means of an electronic communication, with the possible exception of graphic insertions such as photographs or logotypes. This electronic communication may be in the form of e -mail, an email attachment or in the form of download available on the Website. Every document so sent shall contain all such information as is mandated by the concerned statutory and/or regulatory authority. Geojit would be deemed to have fulfilled its legal obligation to deliver a document to the Client, if it is sent by the electronic mode. The Client shall download the said document promptly on intimation of a notice of its display. Provided that on a request being made by the Client, due to a difficulty experienced by the Client in viewing the same, Geojit may, in its discretion, make the required delivery 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 no intimation received by Geojit within twenty - four hours from the date of delivery / display of the document.
2. Subject to applicable rules and regulations of the relevant Regulators, the DCN Client (the "Client") by acceptance of these terms authorize Geojit to send the contract notes, bills, ledgers, transaction statements, holding statements, reports, letters, circulars, notices, etc. (herein after referred to as 'Documents') in electronic form through e-mail and or post it on the website(s) maintained by Geojit and or any other electronic media including but not limited to mobile, SMS, etc. and not in physical form. Provided however that, in case when Geojit is not able to provide the Documents' to its Client in electronic form due to any unforeseen problems, Geojit shall ensure that the "Document" reach the Client in physical form. The Client will have the option to select the electronic mode of receiving the Documents even if he does transactions through the Offline channel.
3. Geojit may issue the Documents to the Client in electronic form or otherwise by post, courier, hand delivery, fax, or such other means as may be notified by Geojit to the Client. It is Client's responsibility to review the Documents immediately upon their receipt. All information contained therein shall be binding upon the Client, if the Client does not object in writing to any of the contents within twenty-four hours of such intimation/confirmation. In all cases, Geojit reserves the right to determine the validity of the Client's objection to the transaction. Geojit shall not be responsible for the non-receipt of the trade confirmation due to any change in the correspondence address of the Client not intimated to Geojit in writing.
4. The Client shall comply with the provisions of the Information Technology Act, 2000 and its amendments and reenactments as may be applicable from time to time, for receiving the Documents from Geojit in electronic form.
5. The Documents that shall be sent by Geojit from time to time shall be deemed to have been delivered to the Client and it shall be presumed that the same are in order if no query is raised within Forty Eight hours.

6. The Client is entirely responsible for not receiving the Documents or their bouncing back due to incorrect email id, spam filters applied, overloaded mail box, etc. In case the Client does not receive the Documents and or the Digital Contract Note (DCN) on time, it shall be the responsibility of the Client to inform Geojit about such non-receipt and Geojit shall send the concerned contract note in physical mode. If no such intimation is received from the Client, it shall be presumed that the Documents / DCN have been properly delivered to the Client.
7. If the Digital Contract Notes / Document sent electronically to the Client bounces three consecutive times in a given calendar month then the Client shall be converted into a Non-DCN Client and physical contract notes shall be sent thereafter and all rights and benefits attached to DCN Client shall be revised to Non-DCN Client.
8. The Client shall be responsible to retrieve and retain the Documents in electronic form. Geojit shall upon written request of the Client may provide / forward the Documents in respect of the relevant period required by the Client to the email id of the Client. In case the Client experiences any difficulty in accessing the Documents electronically delivered, the Client shall promptly advise Geojit to make delivery by alternate means. On request, Geojit may provide the relevant physical statement, for which the charges, which may vary from time to time. Failure to advise Geojit of such difficulty within 48 hours shall be deemed to be the acceptance of the Document.
9. Geojit shall not liable for the Client's ISP's server being down or non-receipt of the Documents due to bad/slow connections or server breakdown or any other technical issue on the part of the Client or any of the intermediate agencies.
10. The Client shall take all necessary steps to ensure confidentiality and secrecy of the log in name and password. The Client shall be solely responsible for unauthorized access of his email and subsequent tampering of the Documents that are sent by Geojit to the Clients email id from time to time. The Client shall immediately inform Geojit about change in email address, if any. Such intimation shall be made by the client through customer care website or by such other means approved by Geojit from time to time. Geojit shall verify and confirm with the Client about the change.
11. Geojit and the Client shall have the right to discontinue this arrangement after giving a notice of atleast 10 days to the other party. The Client will ensure that the change of email address is intimated so that the Client receives all the communications promptly by email. The Client understands and accepts that the Client is entirely responsible and will not hold Geojit and other third parties responsible for not receiving communication due to incorrect email id, spam filters applied, overloaded mail box, etc.
12. Geojit may send the order/trade confirmation slip/ online intimation of successful / unsuccessful applications through email to the Client, within such period as prescribed or reasonably possible/ practicable for Geojit to do so from the time of execution of order/trade be for effecting purchase /sale or preferring an application for an investment product, as the case may be, or by means of electronic record, duly authenticated by Geojit's digital signature.
13. The Client agrees that the information sent by Geojit by email is deemed to be a valid delivery of such information by Geojit.

UNDERTAKING FOR RECEIVING E-MAIL STATEMENTS.

I/We permit the Depository Participant to provide the transaction statement through internet or by e-mail. In consideration of the Depository Participant having agreed to provide the transaction statement through internet/e-mail, I/we hereby agree and undertake the following:

1. I/We am/are aware that I/we will not receive the transaction statements in physical form. Provided however that, in case when the Participant is not able to provide transaction statement to me/us through internet (Web-based/Email) due to any unforeseen problems, the Participant shall send the transaction statement to me/us in physical form as per the time schedule stipulated in the Bye Laws and Business Rules of NSDL/CDSL.
2. The Depository Participant shall install adequate systems to restrict the access of the transaction statement only to me/us.
3. I/We shall take all the necessary steps to ensure confidentiality and secrecy of the log-in name and password of the internet/email account.
4. I/we am/are aware that the transaction statement may be accessed by other entities in case the confidentiality/secrecy of the login name and password is compromised.
5. In case transaction statements are send by email, I/we shall immediately inform the DP about change in email address, if any. Such intimation shall be made by me/us through customer care website of DP or by email or by written intimation. The Participant shall verify and confirm with me/us about the change. Further, the Participant shall confirm with me/us about the validity of the Email address atleast once in a year.
6. I/We and the Depository Participant have the right to terminate such service provided by giving a written notice atleast 10 days in advance to the other party.
7. The above terms and conditions are in addition to and not in contravention to the "Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories."
8. The transaction statements shall be digitally signed in accordance with the Information Technology Act, 2000.
9. The transaction statements shall be password protected.

CLIENT AUTHENTICATION TERMS & CONDITIONS (Password & Personal Identification)

1. The orders / requests placed by the Client for financial and non-financial transactions with Geojit are placed using multiple channels / means of communications including voice, video or text based communications via the telephone, mobile telephony, SMS, email, internet/website based communications, facsimile communication or such other means of communications now existing or hereafter offered/established or being availed of, and such further/other means of communication which Geojit may determine, provided that Geojit shall have the right to discontinue/cease to offer existing communication facilities from time to time.
2. The Client shall be entirely and solely responsible for safe-keep of the Client-Identification and passwords and or TIN/ PIN provided by Geojit to the Client for their sole and exclusive use to avail the facilities of viewing and or placing orders / requests in the products and/or services and transacting in the Stock Exchanges as offered by Geojit.
3. Geojit may carry out transactions and instructions authenticated by the password / TIN or PIN provided to the Client and the same shall be deemed to be under the express authority of the Client. Geojit has no obligations to verify the authenticity of any transaction instruction sent or purported to have been sent from the Client other than by means of verification of the Client's password / PIN.

4. Geojit will not have any other means of validating the Client while receiving the orders / requests over the phone. The Client shall hold Geojit harmless of the losses and costs, legal or otherwise due to misuse of the Client password/TIN/PIN and other personal secure information, orders placed by any person other than the Client in case the Client compromises the confidentiality/secretcy of the password/ TIN /PIN.
5. The Client is solely responsible for any unauthorized access to the TIN/PIN and he should immediately bring it to the notice of the CCC of any loss or unauthorized access and for change of the PIN/TIN. If the Client compromises the confidentiality of the TIN/PIN or wherein there is an unauthorized access/usage to the PIN/TIN, then the Client agrees to hold Geojit and its officers, employees, outsourced agents harmless of the consequences.
6. The Client is aware that the transaction statements, ledger, bills, contracts, past transaction details, etc. that would be provided to the Client through Website or otherwise, may be accessed by other entities in case the confidentiality/secretcy of the password is compromised by the Client.
7. The Client shall be bound to indemnify and hold Geojit, harmless against any loss that may be suffered by Geojit, its Clients or a third party or any claim or action that may be initiated by a third party which is in any way the result of improper use of the passwords, digital signatures, user ID, TIN / PIN by the Client.
8. The Client shall choose a password in accordance with the Geojit policies as may be applicable from time to time with respect to Passwords. The Client shall choose a password that shall be as specified by Geojit or by the Regulators/ Exchanges and shall at all times keep the Client-identification and password confidential. Further, at such time and within such period as Geojit may require, the Client shall obtain and maintain during the term of this Agreement, digital signatures, which would aid and assist the Parties and the Client to authenticate all or any electronic transactions made through its Portal and shall take such safe and secure measures on his own to ensure the safety of the transactions with Geojit.
9. The Client shall be responsible for keeping the Client-id and password and/or digital signature confidential and secure and shall be solely responsible for all transactions and other requests that are entered and executed using the password and/or digital signature whether or not such person was authorized to do so. In the event of an apprehension of unauthorized access, the Client shall immediately cause the password and/or digital signature to be changed. The Client shall at no time allow any unauthorized person access to his account and shall ensure that he logs off every time whenever he is not using the service.
10. The Client shall regularly change the passwords and PIN and comply with any policies/regulations that may be implemented /changed from time to time.
11. Geojit may disable / interrupt the availability of the Products and/or services, as a precautionary measure and for the safety of the Client, after three wrong login attempts by the Client.
12. If the Client forgets or loses the Client ID or Client Password / PIN and/or other identification tools provided/specified to the Client by Geojit, the Client can request for change by sending a duly authorised written request to Geojit in the mode and form prescribed by Geojit. All Transactions carried out by use of the Client ID and Client Passwords and TIN/ PIN and/or other identification tools provided/ specified to the Client by Geojit shall be deemed to be done or authorized by the Client.
13. If there is any interruption in the facilities available for any reason whatsoever, the Client may contact Geojit. Geojit shall in no way be liable for the consequences of any interruption in the facilities.

FUNDS TRANSFER-IN/TRANSFER-OUT TERMS & CONDITIONS

Funds Transfer-In:

Geojit offers Clients multiple modes of transferring funds to the investment account including but not limited to online/ real-time bank funds transfer, cheque, pay-order, demand draft, etc. and such other channels as may be introduced from time to time subject to such terms and conditions as it may deem fit. All the channels for fund transfer may not be available to all Clients and may vary for each Client category and the mode of operations selected by the Client.

Funds Transfer-Out:

Geojit enables the Client to maintain an investment account for availing the Products and/or services offered. Geojit offers the Client an option to maintain a running balance investment account. The Client can also withdraw balance from the investment account by placing withdrawal request with Geojit online and or offline. Alternatively, the Client can opt for 'Standing Instructions' for withdrawal of clear balance from the investment account or any other account with Geojit (identified and accepted by Geojit) on daily basis. Client shall identify the default bank account in which it would desire to receive the payment on regular basis. The Client will be permitted to request payment in any other registered bank account subject to Geojit's approval and confirmation. The Client shall also have the facility to change the default bank account and to modify or add or remove the bank account to the investment account.

Geojit may consider placing restrictions on the minimum and maximum withdrawals of Client. Geojit may also consider minimum balance to be maintained by Clients (all or select). The Client shall be bound by the Terms and Conditions for Funds Transfer-In / Transfer-Out as stated below and as may be amended from time to time:

1. The Client confirms that he shall not transfer funds from any bank account other than of his own account registered with Geojit.
2. Client should be one of the holders in the bank account or the first holder as may be required by Geojit.
3. Offline Clients may be permitted to link single bank account and single demat account (held in joint names) to multiple accounts while Online Client are not permitted to do so. Geojit may at its discretion consider altering or amending the same from time to time.
4. If the Client makes payment from a bank account not registered with Geojit, Geojit shall at its discretion transfer the said amount to suspense account or such other account as it may deem fit until the Client requests for registering the said bank account along with the required proofs or requests for refund of the same. Geojit will make payment to the same account from which it received the funds in case of request for transfer back.
5. Funds Transfer-in should be made either through cheque, demand draft, online real-time fund transfer facility and or such other mode / channel as may be accepted or introduced by Geojit from time to time.
6. Geojit may consider accepting 'Cash' for limited purpose of payment of demat services and or investment account opening charges.
7. Outstation cheques will not be accepted, and in case they are accepted then the Client shall bear the outstation charges.

8. Client will submit the pay-in slip (reflecting that the instrument has been drawn from the bank account registered with Geojit) in case demand draft is used as the funds transfer-in mode.
9. Geojit shall levy such fine and or penalty for any payment instrument that is not honoured by the Clients Bank.
10. The exposure / limits shall be given to the Client only against clear funds and not against physical instruments unless Geojit decides otherwise.
11. The Client understands that if the payment is made vide online real-time fund transfer from third party bank account then Geojit may not be in a position to track the same real-time resulting in providing the Client with additional limits. Geojit shall however reverse the same on becoming aware of the same. The Client agrees that the Client is entirely responsible for the consequences of such action taken by Geojit.
12. Geojit shall make payment to the Client as per Client instructions only if clear credit balance is available in the Client account.
13. Geojit shall process the request for payment to the Client only at the end of each day or as may be decided by Geojit from time to time.
14. Geojit will make the payment to the Client by any of the available modes of payment such as, direct credit in the Client bank account, cheque, ECS, NEFT, RTGS and or such other modes as it may consider from time to time.
15. The Client may be provided with the facility to request for payment through the website of Geojit or the branch or written communication. Geojit may consider offering other channels as it may deem fit from time to time.
16. The Client shall not place multiple requests for payment in a single day.
17. Clients who opt for Standing Instructions to receive credit on availability of clear funds in their investment account may not be permitted to give a separate payment request.
18. Geojit may offer the facility of Standing Instructions only for all banks where the payment can be made by direct credit to the Clients bank account.
19. The Client may not be permitted to cancel and or modify its payment request once made.
20. The payment requests shall be processed only on working days.
21. The Client request for payment shall not be processed if there are any pending orders / instructions for any other financial security or any of the product and/ or service availed by the Client.

TERMS AND CONDITIONS GOVERNING PLATFORM CHANGE FACILITY

Geojit may offer different types of platforms to choose from according to Client requirements subject to such terms and conditions, as it may deem fit from time to time.

1. Geojit may at its sole discretion prescribe the eligibility criteria for each platform and the charges for each such Platform and may change the same from time to time with or without prior intimation to the Client. Geojit shall display the changes and the latest conditions on the website for information to the Client. Client's request for change in the Platform shall be subject to and be deemed acceptance of the prevailing Terms and Conditions.
2. All Requests received after the cut-off time shall be processed on next working day.
3. All Accepted requests shall be effective from the following working day or from such other days as may be determined by Geojit.
4. If multiple requests are made before the cut-off time then only the last request shall be processed.
5. The eligibility criteria including minimum brokerage, if any, shall be charged proportionately for the period before and/ or after change of the platform and/or option for the period.
6. Periodical validations shall be performed to check whether the eligibility criteria are met. Geojit May, at any time, prescribe periodicity of the validations and may decide to change the periodicity of such validations.
7. Clients failing to meet the eligibility conditions for any given platform shall be mapped to any lower version platform as Geojit may decide.

TERMS & CONDITIONS FOR THE INVESTOR/ CLIENT FOR USING MFSS FACILITY

1. Pre-requisites for becoming Investor/ Client for MFSS Facility
 - a) The Client has satisfied itself of the capacity of the Participant i.e. Geojit to deal in Mutual Funds units and wish to execute it instruction vide the platform offered by the Participant
 - b) The Client has executed the necessary documents, as may be applicable from time to time for availing this facility and submitted the necessary documents to the Participant.
2. The Client shall be bound by the rules, regulations, circulars, notifications as the case may be issued by the concerned regulators, exchanges, government authorities from time to time.
3. 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 or at any time thereafter.
4. 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.
5. The client has read and understood the risks involved in investing in Mutual Fund Schemes.
6. The client shall be wholly responsible for all his investment decisions and instruction.
7. The client shall ensure continuous compliance with the requirements of the concerned exchanges, regulators, SEBI and AMFI, as may be applicable from time to time.
8. 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.

DAY TRADING TERMS AND CONDITIONS- FUTURES

Day Trading: The terms and conditions for Day Trading may vary, at Geojit's absolute discretion, for each channel, based on the risk profile of the Client and the market conditions. Geojit may also vary the terms and conditions during the market hours based on market volatility and its risk perception without any further communication or intimation to the Client. This Facility shall be offered to the Clients at the sole discretion of Geojit and may withdraw the Facility at any time without prior notice or assigning any reason thereof.

Online/ Offline Channel:

- a. Day Trading in Futures shall be permitted only in the list of contracts specified for the purpose by Geojit from time to time. Geojit shall display the list of contracts in the Customer Care Website and the list would be subject to change by Geojit from time to time and even during the day.
- b. Client shall not convert an existing position/order taken/placed in any other product to a Day Trading in Futures position. However if a contract(s) is disabled under the facility during the day, clients will have the option to close the existing open positions. However, no fresh orders will be allowed in such contracts
- c. The margin percentage applicable to each Futures contract shall be specified by Geojit from time to time in the Customer Care Website and may be changed at the discretion of Geojit without any further intimation. This margin percentage may be more than the margin prescribed by the Stock Exchanges.
- d. Currently, Mark-to-Market (MTM) shall not be applicable to Day Trading in Futures. Hence, all Open Positions will be auto squared off at the stipulated cut off time. Geojit reserves the right to decide the timing and frequency for running the Intraday MTM process.
- e. Geojit, at its discretion may make MTM applicable to permit carry forwarding of Open positions and the same shall be duly notified.
- f. Geojit, shall however calculate Mark to Mark (MTM) periodically on all open positions to monitor Margin applicable on open positions. Additional Margin call shall be made by Geojit in case the Mark to Market (MTM) loss on the open margin positions exceeds the defined threshold limits.
- g. Geojit shall block additional Margin required, out of the balance available in the Client's account and may cancel the pending orders and place square-off orders to close all or some of the Day positions if sufficient balance is not available to absorb the additional margins.
- h. If the balance is not sufficient to cover the margin violation and or the additional margin call then the open positions under Day category shall be squared-off at the Client risk without attempting to call the Client, or converting to delivery or giving some grace time. If the Client has taken Day positions in many contracts then the contract to be squared off on Client's behalf shall preferably and not necessarily be chosen on the basis of the descending order of the loss incurred, until the balance turns positive.
- i. Geojit shall trigger the auto square off process 30 minutes prior to the closure of market for the trading day. Geojit may at its discretion vary the time of auto square off and the same shall be duly notified in the Customer Care Website.
- j. The auto square off orders shall be generated at market price and they may be executed at any price, which may be different from the price prevalent at the cut-off time.
- k. The losses, if any, arising on execution of the auto square off trades shall be borne by the Client.

- l. Geojit shall have the right to cancel any or all open orders and/or close any or all outstanding contracts.
- m. Open Margin positions that are not squared off for reasons beyond the control of Geojit such as technical issues, etc. shall be squared off on the subsequent day.
- n. If the position cannot be successfully squared off due to reasons beyond the control of Geojit then the positions shall be carry forwarded to the next trading day and MTM shall be calculated on the positions. The Client shall be liable for any resulting losses, brokerage and all associated costs incurred for the purpose.
- o. Geojit reserves the right to square off any open positions, if the current market price breaches the specified percentage when compared with the previous day's closing price for that contract.

Exposure:

The exposure limits permitted against the eligible Contracts may vary from time to time and will be based on the risk perception of Geojit. Geojit may at its sole discretion consider changing the same without prior intimation to the Clients.

The exposure limits permitted for Futures may vary from contract to contract and may also vary from time to time without any prior intimation to the client.

Positions, calls for additional collateral and liquidation

Terms and conditions applicable to Positions, calls for additional collateral and liquidation in Day Trading in Futures shall be the same as that is applicable to Day Trading in Cash, subject to Exchange rules & regulations as well as the rules, policies and regulations that may be framed and implemented by Geojit from time to time, in this regard.

UNDERTAKING FOR RECEIVING E-MAIL STATEMENTS.

I/We permit the Depository Participant to provide the transaction statement through internet or by e-mail. In consideration of the Depository Participant having agreed to provide the transaction statement through internet/e-mail, I/we hereby agree and undertake the following:

1. I/We am/are aware that I/we will not receive the transaction statements in physical form. Provided however that, in case when the Participant is not able to provide transaction statement to me/us through internet (Web-based/Email) due to any unforeseen problems, the Participant shall send the transaction statement to me/us in physical form as per the time schedule stipulated in the Bye Laws and Business Rules of NSDL/CDSL.
2. The Depository Participant shall install adequate systems to restrict the access of the transaction statement only to me/us.
3. I/We shall take all the necessary steps to ensure confidentiality and secrecy of the log-in name and password of the internet/email account.
4. I/we am/are aware that the transaction statement may be accessed by other entities in case the confidentiality/secrecy of the login name and password is compromised.

5. In case transaction statements are send by email, I/we shall immediately inform the DP about change in email address, if any. Such intimation shall be made by me/us through customer care website of DP or by email or by written intimation. The Participant shall verify and confirm with me/us about the change. Further, the Participant shall confirm with me/us about the validity of the Email address atleast once in a year.
6. I/We and the Depository Participant have the right to terminate such service provided by giving a written notice atleast 10 days in advance to the other party.
7. The above terms and conditions are in addition to and not in contravention to the “Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories.”
8. The transaction statements shall be digitally signed in accordance with the Information Technology Act, 2000.
9. The transaction statements shall be password protected.

Electronic Clearing Service (ECS/NACH) Agreement

I/we understand, acknowledge and admit that:

- My/our satisfying of payment obligation through ECS/NACH will be an alternative method of payment directly through my/our registered bank account. Further that the other ways to fund my/our account are NEFT/RTGS/Online Fund transfer and it is not a compulsion to sign the ECS/NACH payment mechanism for SIP viz; MFSS, Equity etc. I/We will have the right to withdraw from the ECS/NACH mode of payment by giving an advance notice of 2 weeks in writing.
- My/our bank account may be debited through this payment mechanism seven days prior to the SIP due date, for which, i/we shall ensure required fund sufficient to honour and discharge my liability as per the MFSS or such other SIPs in my registered bank account.
- This mandate is given to GBNPP for the successful application of SIP viz; MFSS, Equity etc. or other related schemes or products for which, the Company may tie up with different vendors or service providers from time to time for the smooth operation of my/our transaction and payment method.
- My /our account shall have sufficient balance on the date of ECS/NACH Mandate that is required towards fulfillment of my obligation as per the agreement with Geojit BNP Paribas.
- Payment instruction would be issued electronically through the Service Provider approved, appointed and authorized by GBNPP from time to time to the Bank concerned.
- GBNPP will credit my/our trading account and indicate the entry as “ECS/NACH” with such other additional information such as SIP in your statement of account maintained with GBNPP.
- Since I/we being agreeable to participate in this payment mechanism, I/we are submitting the filled-in Mandate Form in the format prescribed. The information to be supplied by me/us shall be true, accurate and complete in all respects and will be duly certified by my/our bank.
- That the Mandate Form submitted by me/us shall be final and any alternation or modifications thereof shall be confirmed by submission of fresh mandate.
- That depending upon my/our geographical situation and considering my/our Bank Branch’s situation and process cycle involved in ECS/NACH, NAV of the Unit holdings that is being credited to my/our SIP account with GBNPP may change upwards or downwards, for which I/we shall have no objection thereof and will not make liable GBNPP towards thereof.
- For equity SIP transactions the amount demanded from the Bank shall be calculated and requested in advance to the date of execution of SIP, which will be inclusive of premium amount to cover the appreciation in market value, if any, of the executed SIPs and/or other charges inclusive that may incur on the above said transaction. Where under circumstances, the premium amount is not sufficient to cover or satisfy the total transaction cost of SIP, I/we shall make payment of the balance amount that is outstanding and owed to GBNPP forthwith. Upon default on my/our part it is understood that GBNPP shall act according to the terms of agreement executed while opening of the trading account.
- That the NAV of the Units credited shall be T+1, T+2 or T+3 depending on my geographical location or my/our registered Bank branch’s geographical situation. This will not be considered by me/us as service deficiency on GBNPP’s part.
- That I/We shall give a onetime mandate to GBNPP. No additional or fresh ECS/NACH mandate is required towards purchasing of fresh Units in SIP viz; MFSS, Equity etc. that GBNPP is hereby authorized to purchase the Units / Shares that may fall within the limit as stated in the ECS/NACH mandate already issued and GBNPP at its discretion can raise payment requirement request to debit my registered bank account for the said purpose. Confirmation via email, telephone with or without the facility of voice record, SMS etc. issued / given consequent to purchase from the GBNPP’s part shall be valid and binding on me and it is deem to be that the said purchase was made as per my knowledge and instruction.
- Since the First installment is processed on the order date, the amount for the first transaction should necessarily be there in the ledger and ECS/NACH mandate will work from 2nd installment onwards.

- That the ECS/NACH funds will be exclusively utilized for SIP viz; MFSS, Equity etc. or similar schemes or products only.
- That where the ECS/NACH is a failure as per mandate and my/our ledger balance is on debit that particular month's SIP investment will remain cancelled.
- That where the SIP triggering is a failure due to insufficient funds, I/we will authorize GBNPP to purchase the same Units / Shares or additional Units / Shares upon our specific request, towards which payment obligation shall be honoured with by me/us.
- That redemption proceeds shall be credited to my/our account maintained with GBNPP which can be withdrawn by my/our request or else can be utilized for settling other dues outstanding and owed by me/us.
- That GBNPP shall have the authority to decide for and on our/my behalf on the minimum/maximum amounts that has to be covered for ECS/NACH mandate.
- GBNPP in its best effort will send the SIP order in time. In case of failure under unforeseen circumstances, I/We will not raise any claim or ask for a refund based on NAV / value of shares.