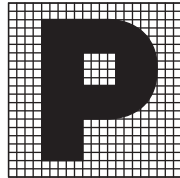


Name of Applicant _____ Code _____

Introducer _____ Code _____



PhillipCapital

PHILLIPCAPITAL (INDIA) PVT. LTD.

CLIENT REGISTRATION FORM

(FOR INDIVIDUALS)

SEBI Registration Number:

INZ000169632

(NSE, BSE, MSEI, MCX and NCDEX)

Registered Office / Head Office :

No.1 18th Floor, Urmi Estate, 95, Ganpatrao Kadam Marg, Lower Parel West, Mumbai - 400 013
Tel. 91 -22- 2483 1919 Fax: 91-22- 2494 2056 Toll Free No: 1800 221 331
Website: www.phillipcapital.in / Email: customeraffairs@phillipcapital.in

ACCOUNT OPENING KIT INDEX FOR BOOKLET A - IND

S. N.	Name of the Document	Brief Significance of the Document	Page No	Sign
MANDATORY DOCUMENTS AS PRESCRIBED BY FMC & EXCHANGES				
1	C-KYC (Account Opening Application Form) and Checklist	KYC form – Document captures the basic information about the constituent and instruction/check list	A1-A4	2
2	Additional KYC details	Additional details for opening Trading account	A5-A8	1+(Trading segments preferred)
3	Policies and Procedures	Documents describing significant policies and procedures of the Stock brokers	A9-A12	2
4	Control Cum Tariff Sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the Commodity Exchange.	A-13	1
VOLUNTARY DOCUMENTS AS PROVIDED BY THE TRADING MEMBER				
5	Other Terms and Conditions	Additional terms and conditions governing the relationship between the of Client and Member	A14-A33	3
6	Running Account Authorization	Authority to Member to maintain a Running account	A34	1
7	Electronic Communications	Confirmation from client for receiving electronic contract notes or other communications through e-mail	A35	1
8	Declaration for Commodities Electronic Contract Note (ECN)	Declaration for receiving Contract notes on email in commodity segment.	A36	1
9	Undertaking for Dealing in Mutual Fund Units	Undertaking for dealing in Mutual Fund Units on BSE STAR/ NSE MFSS	A37	1
10	Power of Attorney	Authority to Broker to operate demat / bank account for settlement obligations.	A38-A41	1
11	Exposure Limit	Request for higher exposure for intraday trading and authority to square off open positions	A42	1
12	Trading Authorization	For appointing some other person to give orders and operate the trading account	A43-A44	1

BOOKLET B ***

S. N.	Name of the Document	Brief Significance of the Document	Page No	Sign
MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES				
1	Rights and Obligations of Members, Authorised Persons and clients	Document stating the Rights & Obligations of Members, Authorised Persons and clients for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading and SLB).	B1-B17	-
2	Uniform Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities and commodities market.	B18-B21	-
3	Guidance note – Dos and Donts for the clients	Document detailing do's and don'ts for trading on exchange, for the education of the investors	B22-B23	-
VOLUNTARY DOCUMENTS AS PROVIDED BY THE TRADING MEMBER				
4	PMLA Document	Info. on Prevention of Money Laundering Act, 2002	B24-B25	-
5	Other Terms and Conditions	Document governing terms and conditions between member and clients.	B26-B46	-

*** Documents included under Booklet B are also available on Exchange / SEBI websites. Booklet B (Account opening kit) is also available on our website www.phillipcapital.in and back office login of client for ready reference. Name of Trading Member/Clearing Member: **PHILLIPCAPITAL (INDIA) PVT. LTD.** SEBI Registration Number: INZ000169632, Registered & Correspondence office address: No.1, 18th Floor, Urmi Estate, 95, Ganpatrao Kadam Marg, Lower Parel West, Mumbai 400013 Ph: 022-24831919 Fax: 022-24942056 Website: www.phillipcapital.in, Compliance officer name, phone no. & email id: Alauddin Shaikh, 022-24831919 Email: compliance@phillipcapital.in Designated Director name, phone no. & email id: Nihit Parikh, 022-24831919 ceooffice@phillipcapital.in.

For any grievance/dispute please contact Stock Broker (PhillipCapital(India) Pvt. Ltd.) at the above address or email id customeraffairs@phillipcapital.in and Phone no. 022 24831919. In case not satisfied with the response, please contact the concerned exchange(s) NSE: ignse@nse.co.in Phone: 1800220058 / BSE: is@bseindia.com Phone: 022-22728097 / MSEI: investorcomplaints@msei.in / MCX: grievance@mcxindia.com Phone: 022-66494070 NCDEX: ig@ncdex.com Phone: 022 -66406789.

Clients can also lodge their grievances with SEBI at <https://scores.gov.in> For any queries or assistances, please contact SEBI office on Toll free Helpline at 1802667575.

Important Instructions:

- A) Fields marked with '*' are mandatory fields.
 B) Please fill the form in English and in BLOCK letters.
 C) Please fill the date in DD-MM-YYYY format.
 D) Please read section wise detailed guidelines / instructions at the end.

- E) List of State / U.T code as per Indian Motor Vehicle Act, 1988 is available at the end.
 F) List of two character ISO 3166 country codes is available at the end.
 G) KYC number of applicant is mandatory for update application.
 H) For particular section update, please tick (✓) in the box available before the section number and strike off the sections not required to be updated.

**For office use only**

Application Type*

☐ New☐ Update

(To be filled by financial institution)

KYC Number

(Mandatory for KYC update request)

Account Type*

☐☐☐☐ **1. PERSONAL DETAILS** (Please refer instruction **A** at the end)

	Prefix	First Name	Middle Name	Last Name
<input type="checkbox"/> Name* (Same as ID proof)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Maiden Name (If any*)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Father / Spouse Name*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Mother Name*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of Birth*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Gender*	<input type="checkbox"/> M- Male	<input type="checkbox"/> F- Female	<input type="checkbox"/> T-Transgender	
Marital Status*	<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried	<input type="checkbox"/> Others	
Citizenship*	<input type="checkbox"/> IN- Indian	<input type="checkbox"/> Others (ISO 3166 Country Code <input type="text"/> <input type="text"/>)		
Residential Status*	<input type="checkbox"/> Resident Individual	<input type="checkbox"/> Non Resident Indian		
	<input type="checkbox"/> Foreign National	<input type="checkbox"/> Person of Indian Origin		
Occupation Type*	<input type="checkbox"/> S-Service (<input type="checkbox"/> Private Sector	<input type="checkbox"/> Public Sector	<input type="checkbox"/> Government Sector)	
	<input type="checkbox"/> O-Others (<input type="checkbox"/> Professional	<input type="checkbox"/> Self Employed	<input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student)	
	<input type="checkbox"/> B-Business			
	<input type="checkbox"/> X- Not Categorised			
	Proof of Identity submitted for PAN exempt cases			

PHOTO

 Signature / Thumb Impression

☐ **2. TICK IF APPLICABLE** ☐ RESIDENCE FOR TAX PURPOSES IN JURISDICTION(S) OUTSIDE INDIA (Please refer instruction **B** at the end)

ADDITIONAL DETAILS REQUIRED* (Mandatory only if section 2 is ticked)

ISO 3166 Country Code of Jurisdiction of Residence*

Tax Identification Number or equivalent (If issued by jurisdiction)*

Place / City of Birth*

ISO 3166 Country Code of Birth*

☐ **3. PROOF OF IDENTITY (PoI)*** (Please refer instruction **C** at the end)(Certified copy of any one of the following Proof of Identity [PoI] needs to be submitted)

<input type="checkbox"/> A- Passport Number	<input type="text"/>	Passport Expiry Date	<input type="text"/>
<input type="checkbox"/> B- Voter ID Card	<input type="text"/>		
<input type="checkbox"/> C- PAN Card	<input type="text"/>		
<input type="checkbox"/> D- Driving Licence	<input type="text"/>	Driving Licence Expiry Date	<input type="text"/>
<input type="checkbox"/> E- UID (Aadhaar)	<input type="text"/>		
<input type="checkbox"/> F- NREGA Job Card	<input type="text"/>		
<input type="checkbox"/> Z- Others (any document notified by the central government)	<input type="text"/>	Identification Number	<input type="text"/>
<input type="checkbox"/> S- Simplified Measures Account - Document Type code	<input type="text"/>	Identification Number	<input type="text"/>

4. PROOF OF ADDRESS (PoA)*☐ **4.1 CURRENT / PERMANENT / OVERSEAS ADDRESS DETAILS** (Please see instruction **D** at the end)(Certified copy of any one of the following Proof of Address [PoA] needs to be submitted)

Address Type*	<input type="checkbox"/> Residential / Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Business	<input type="checkbox"/> Registered Office	<input type="checkbox"/> Unspecified
Proof of Address*	<input type="checkbox"/> Passport	<input type="checkbox"/> Driving Licence	<input type="checkbox"/> UID (Aadhaar)		
	<input type="checkbox"/> Voter Identity Card	<input type="checkbox"/> NREGA Job Card	<input type="checkbox"/> Others	<input type="text"/>	
	<input type="checkbox"/> Simplified Measures Account - Document Type code				

Address

Line 1*	<input type="text"/>				
Line 2	<input type="text"/>				
Line 3	<input type="text"/>				
District*	<input type="text"/>	Pin / Post Code*	<input type="text"/>	State / U.T Code*	<input type="text"/>
				ISO 3166 Country Code*	<input type="text"/>

☐ 4.2 CORRESPONDENCE / LOCAL ADDRESS DETAILS * (Please see instruction E at the end)

☐ Same as Current / Permanent / Overseas Address details (In case of multiple correspondence / local addresses, please fill 'Annexure A1')

Line 1*																								
Line 2																								
Line 3																								
District*							Pin / Post Code*					State / U.T Code*			ISO 3166 Country Code*									

☐ 4.3 ADDRESS IN THE JURISDICTION DETAILS WHERE APPLICANT IS RESIDENT OUTSIDE INDIA FOR TAX PURPOSES* (Applicable if section 2 is ticked)

☐ Same as Current / Permanent / Overseas Address details ☐ Same as Correspondence / Local Address details

Line 1*																								
Line 2																								
Line 3																								
State*							ZIP / Post Code*					ISO 3166 Country Code*												

☐ 5. CONTACT DETAILS (All communications will be sent on provided Mobile no. / Email-ID) (Please refer instruction F at the end)

Tel. (Off)							Tel. (Res)							Mobile											
FAX							Email ID																		

☐ 6. DETAILS OF RELATED PERSON (In case of additional related persons, please fill 'Annexure B1') (please refer instruction G at the end)

<input type="checkbox"/> Addition of Related Person <input type="checkbox"/> Deletion of Related Person	KYC Number of Related Person (if available*)																			
Related Person Type*	<input type="checkbox"/> Guardian of Minor						<input type="checkbox"/> Assignee						<input type="checkbox"/> Authorized Representative							
Name*	Prefix		First Name						Middle Name						Last Name					
(If KYC number and name are provided, below details of section 6 are optional)																				

PROOF OF IDENTITY [PoI] OF RELATED PERSON* (Please see instruction (H) at the end)

<input type="checkbox"/> A- Passport Number											Passport Expiry Date	DD - MM - YYYY					
<input type="checkbox"/> B- Voter ID Card																	
<input type="checkbox"/> C- PAN Card																	
<input type="checkbox"/> D- Driving Licence											Driving Licence Expiry Date	DD - MM - YYYY					
<input type="checkbox"/> E- UID (Aadhaar)																	
<input type="checkbox"/> F- NREGA Job Card																	
<input type="checkbox"/> Z- Others (any document notified by the central government)											Identification Number						
<input type="checkbox"/> S- Simplified Measures Account - Document Type code											Identification Number						

☐ 7. REMARKS (If any)

8. APPLICANT DECLARATION

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

I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

Date : DD - MM - YYYY

Place :



[Signature / Thumb Impression]

Signature / Thumb Impression of Applicant

9. ATTESTATION / FOR OFFICE USE ONLY

Documents Received ☐ Certified Copies ☒ (Attested) True copies of documents received main Intermediary

KYC VERIFICATION CARRIED OUT BY / IPV

Date	DD - MM - YYYY									
Emp. Name										
Emp. Code										
Emp. Designation										
Emp. Branch										

[Employee Signature]

INSTITUTION DETAILS

Name										
Code										

[Institution Stamp]

General Instructions:

- 1 Fields marked with '*' are mandatory fields.
- 2 Tick '✓' wherever applicable.
- 3 Self-Certification of documents is mandatory.
- 4 Please fill the form in English and in BLOCK Letters.
- 5 Please fill all dates in DD-MM-YYYY format.
- 6 Wherever state code and country code is to be furnished, the same should be the two-digit code as per Indian Motor Vehicle, 1988 and ISO 3166 country code respectively list of which is available at the end.
- 7 KYC number of applicant is mandatory for updation of KYC details.
- 8 For particular section update, please tick (✓) in the box available before the section number and strike off the sections not required to be updated.
- 9 In case of 'Small Account type' only personal details at section number 1 and 2, photograph, signature and self-certification required.

A Clarification / Guidelines on filling 'Personal Details' section

- 1 **Name:** Please state the name with Prefix (Mr/Mrs/Ms/Dr/etc.). The name should match the name as mentioned in the Proof of Identity submitted failing which the application is liable to be rejected.
- 2 Either **father's name or spouse's name** is to be mandatorily furnished. In case PAN is not available father's name is mandatory.

B Clarification / Guidelines on filling details if applicant residence for tax purposes in jurisdiction(s) outside India

- 1 **Tax identification Number (TIN):** TIN need not be reported if it has not been issued by the jurisdiction. However, if the said jurisdiction has issued a high integrity number with an equivalent level of identification (a "Functional equivalent"), the same may be reported. Examples of that type of number for individual include, a social security/insurance number, citizen/personal identification/services code/number, and resident registration number)

C Clarification / Guidelines on filling 'Proof of Identity [Pol]' section

- 1 If driving license number or passport is provided as proof of identity then expiry date is to be mandatorily furnished.
- 2 Mention identification / reference number if 'Z- Others (any document notified by the central government)' is ticked.
- 3 In case of Simplified Measures Accounts for verifying the identity of the applicant, any one of the following documents can also be submitted and undernoted relevant code may be mentioned in point 3 (S).

Document Code	Description
01	Identity card with applicant's photograph issued by Central/ State Government Departments, Statutory/ Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, and Public Financial Institutions.
02	Letter issued by a gazetted officer, with a duly attested photograph of the person.

D Clarification / Guidelines on filling 'Proof of Address [PoA] - Current / Permanent / Overseas Address details' section

- 1 PoA to be submitted only if the submitted Pol does not have an address or address as per Pol is invalid or not in force.
- 2 State / U.T Code and Pin / Post Code will not be mandatory for Overseas addresses.
- 3 In case of Simplified Measures Accounts for verifying the address of the applicant, any one of the following documents can also be submitted and undernoted relevant code may be mentioned in point 4.1.

Document Code	Description
01	Utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill).
02	Property or Municipal Tax receipt.
03	Bank account or Post Office savings bank account statement.
04	Pension or family pension payment orders (PPOs) issued to retired employees by Government Departments or Public Sector Undertakings, if they contain the address.
05	Letter of allotment of accommodation from employer issued by State or Central Government departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies. Similarly, leave and license agreements with such employers allotting official accommodation.
06	Documents issued by Government departments of foreign jurisdictions and letter issued by Foreign Embassy or Mission in India.

E Clarification / Guidelines on filling 'Proof of Address [PoA] - Correspondence / Local Address details' section

- 1 To be filled only in case the PoA is not the local address or address where the customer is currently residing. No separate PoA is required to be submitted.
- 2 In case of multiple correspondence / local addresses, Please fill '**Annexure A1**'

F Clarification / Guidelines on filling 'Contact details' section

- 1 Please mention two- digit country code and 10 digit mobile number (e.g. for Indian mobile number mention 91-9999999999).
- 2 Do not add '0' in the beginning of Mobile number.

G Clarification / Guidelines on filling 'Related Person details' section

- 1 Provide KYC number of related person if available.

H Clarification / Guidelines on filling 'Related Person details – Proof of Identity [Pol] of Related Person' section

- 1 Mention identification / reference number if 'Z- Others (any document notified by the central government)' is ticked.

List of two – digit state / U.T codes as per Indian Motor Vehicle Act, 1988

State / U.T	Code	State / U.T	Code	State / U.T	Code
Andaman & Nicobar	AN	Himachal Pradesh	HP	Pondicherry	PY
Andhra Pradesh	AP	Jammu & Kashmir	JK	Punjab	PB
Arunachal Pradesh	AR	Jharkhand	JH	Rajasthan	RJ
Assam	AS	Karnataka	KA	Sikkim	SK
Bihar	BR	Kerala	KL	Tamil Nadu	TN
Chandigarh	CH	Lakshadweep	LD	Telangana	TS
Chattisgarh	CG	Madhya Pradesh	MP	Tripura	TR
Dadra and Nagar Haveli	DN	Maharashtra	MH	Uttar Pradesh	UP
Daman & Diu	DD	Manipur	MN	Uttarakhand	UA
Delhi	DL	Meghalaya	ML	West Bengal	WB
Goa	GA	Mizoram	MZ	Other	XX
Gujarat	GJ	Nagaland	NL		
Haryana	HR	Orissa	OR		

List of ISO 3166 two- digit Country Code

Country	Country Code	Country	Country Code	Country	Country Code	Country	Country Code
Afghanistan	AF	Dominican Republic	DO	Libya	LY	Saint Pierre and Miquelon	PM
Aland Islands	AX	Ecuador	EC	Liechtenstein	LI	Saint Vincent and the Grenadines	VC
Albania	AL	Egypt	EG	Lithuania	LT	Samoa	WS
Algeria	DZ	El Salvador	SV	Luxembourg	LU	San Marino	SM
American Samoa	AS	Equatorial Guinea	GQ	Macao	MO	Sao Tome and Principe	ST
Andorra	AD	Eritrea	ER	Macedonia, the former Yugoslav Republic of	MK	Saudi Arabia	SA
Angola	AO	Estonia	EE	Madagascar	MG	Senegal	SN
Anguilla	AI	Ethiopia	ET	Malawi	MW	Serbia	RS
Antarctica	AQ	Falkland Islands (Malvinas)	FK	Malaysia	MY	Seychelles	SC
Antigua and Barbuda	AG	Faroe Islands	FO	Maldives	MV	Sierra Leone	SL
Argentina	AR	Fiji	FJ	Mali	ML	Singapore	SG
Armenia	AM	Finland	FI	Malta	MT	Sint Maarten (Dutch part)	SX
Aruba	AW	France	FR	Marshall Islands	MH	Slovakia	SK
Australia	AU	French Guiana	GF	Martinique	MQ	Slovenia	SI
Austria	AT	French Polynesia	PF	Mauritania	MR	Solomon Islands	SB
Azerbaijan	AZ	French Southern Territories	TF	Mauritius	MU	Somalia	SO
Bahamas	BS	Gabon	GA	Mayotte	YT	South Africa	ZA
Bahrain	BH	Gambia	GM	Mexico	MX	South Georgia and the South Sandwich Islands	GS
Bangladesh	BD	Georgia	GE	Micronesia, Federated States of	FM	South Sudan	SS
Barbados	BB	Germany	DE	Moldova, Republic of	MD	Spain	ES
Belarus	BY	Ghana	GH	Monaco	MC	Sri Lanka	LK
Belgium	BE	Gibraltar	GI	Mongolia	MN	Sudan	SD
Belize	BZ	Greece	GR	Montenegro	ME	Suriname	SR
Benin	BJ	Greenland	GL	Montserrat	MS	Svalbard and Jan Mayen	SJ
Bermuda	BM	Grenada	GD	Morocco	MA	Swaziland	SZ
Bhutan	BT	Guadeloupe	GP	Mozambique	MZ	Sweden	SE
Bolivia, Plurinational State of	BO	Guam	GU	Myanmar	MM	Switzerland	CH
Bonaire, Sint Eustatius and Saba	BQ	Guatemala	GT	Namibia	NA	Syrian Arab Republic	SY
Bosnia and Herzegovina	BA	Guernsey	GG	Nauru	NR	Taiwan, Province of China	TW
Botswana	BW	Guinea	GN	Nepal	NP	Tajikistan	TJ
Bouvet Island	BV	Guinea-Bissau	GW	Netherlands	NL	Tanzania, United Republic of	TZ
Brazil	BR	Guyana	GY	New Caledonia	NC	Thailand	TH
British Indian Ocean Territory	IO	Haiti	HT	New Zealand	NZ	Timor-Leste	TL
Brunei Darussalam	BN	Heard Island and McDonald Islands	HM	Nicaragua	NI	Togo	TG
Bulgaria	BG	Holy See (Vatican City State)	VA	Niger	NE	Tokelau	TK
Burkina Faso	BF	Honduras	HN	Nigeria	NG	Tonga	TO
Burundi	BI	Hong Kong	HK	Niue	NU	Trinidad and Tobago	TT
Cabo Verde	CV	Hungary	HU	Norfolk Island	NF	Tunisia	TN
Cambodia	KH	Iceland	IS	Northern Mariana Islands	MP	Turkey	TR
Cameroon	CM	India	IN	Norway	NO	Turkmenistan	TM
Canada	CA	Indonesia	ID	Oman	OM	Turks and Caicos Islands	TC
Cayman Islands	KY	Iran, Islamic Republic of	IR	Pakistan	PK	Tuvalu	TV
Central African Republic	CF	Iraq	IQ	Palau	PW	Uganda	UG
Chad	TD	Ireland	IE	Palestine, State of	PS	Ukraine	UA
Chile	CL	Isle of Man	IM	Panama	PA	United Arab Emirates	AE
China	CN	Israel	IL	Papua New Guinea	PG	United Kingdom	GB
Christmas Island	CX	Italy	IT	Paraguay	PY	United States	US
Cocos (Keeling) Islands	CC	Jamaica	JM	Peru	PE	United States Minor Outlying Islands	UM
Colombia	CO	Japan	JP	Philippines	PH	Uruguay	UY
Comoros	KM	Jersey	JE	Pitcairn	PN	Uzbekistan	UZ
Congo	CG	Jordan	JO	Poland	PL	Vanuatu	VU
Congo, the Democratic Republic of the	CD	Kazakhstan	KZ	Portugal	PT	Venezuela, Bolivarian Republic of	VE
Cook Islands	CK	Kenya	KE	Puerto Rico	PR	Viet Nam	VN
Costa Rica	CR	Kiribati	KI	Qatar	QA	Virgin Islands, British	VG
Cote d'Ivoire	CI	Korea, Democratic People's Republic of	KP	Reunion	RE	Virgin Islands, U.S.	VI
Croatia	HR	Korea, Republic of	KR	Romania	RO	Wallis and Futuna	WF
Cuba	CU	Kuwait	KW	Russian Federation	RU	Western Sahara	EH
Curacao	CW	Kyrgyzstan	KG	Rwanda	RW	Yemen	YE
Cyprus	CY	Lao People's Democratic Republic	LA	Saint Barthelemy	BL	Zambia	ZM
Czech Republic	CZ	Latvia	LV	Saint Helena, Ascension and Tristan da Cunha	SH	Zimbabwe	ZW
Denmark	DK	Lebanon	LB	Saint Kitts and Nevis	KN		
Djibouti	DJ	Lesotho	LS	Saint Lucia	LC		
Dominica	DM	Liberia	LR	Saint Martin (French part)	MF		

ADDITIONAL KYC DETAILS FOR OPENING A TRADING ACCOUNT For Individual

A. BANK ACCOUNT(S) DETAILS

Bank Name	Branch Address	Bank account no.	Account Type: Saving/Current/ Others-In case of NRI/NRE/NRO	MICR Number	IFSC code







B. DEPOSITORY ACCOUNT(S) DETAILS

Depository Participant / Commodity Participant Name	Depository Name (NSDL/CDSL/Comtrack Participant/ComRIS Participant)	Beneficiary name	DP ID	Beneficiary ID (BO ID)

GST Registration Number :- _____
(GST Registration Certificate needs to be attached as proof). NOTE : for availing GST credit, providing GST number is mandatory

C. TRADING PREFERENCES

Please sign in the relevant boxes where you wish to trade. Please strike off the segment not chosen by you.

Exchange	Cash Segment	Derivatives segment (including Commodity Options)	Currency segment	Securities Lending and Borrowing (SLB)	Mutual Funds (Online)	Corporate Bonds/ Debts	Date of Consent for Trading on concerned Exchange
NSE	(S) 	(S) 	(S)	(S)	(S) 	(S)	(S)
BSE	(S) 	(S) 	(S)	(S)	(S) 	(S)	(S)
MSEI	(S)	(S)	(S)	(S)	(S)	(S)	(S)
MCX	(S)	(S)	(S)	(S)	(S)	(S)	(S)
NCDEX	(S)	(S)	(S)	(S)	(S)	(S)	(S)

D. PAST REGULATORY ACTIONS

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

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

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

Registered office address: _____

Ph: _____ Fax: _____ Website: _____

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

Name of Stock Broker: _____ Name of Sub-Broker, if any: _____

Client Code: _____ Exchange: _____

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

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

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

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

d	d	m	m	y	y	y	y

G. Occupation Details :-

Nature of job/Business/Work _____ Experience (No of years) _____

Employers/Establishment Name _____

Office address: _____

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

☐ Not a Politically exposed person ☐ Not Related to a Politically exposed person .

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

I. ADDITIONAL DETAILS

Whether you wish to receive ☐ Physical contract note ☐ Electronic Contract Note (ECN)

(Please specify): _____ { If ECN then please fill in ECN declaration}

Specify your Email id, if applicable: _____

Alternate Email ID: _____

Common Email ID/Mobile Number Yes ☐ No ☐

Please confirm the Relationship Self ☐ Spouse ☐ Dependent children ☐ Dependent Parents ☐

Whether you wish to avail of the facility of Internet trading ☐ Wireless technology ☐

(Please specify): _____

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

(Years in Commodities) _____

No prior experience _____ Any other information: _____

Primary purpose of dealing in equities / commodities: ☐ Intraday ☐ Positional ☐ Investment

☐ Derivatives ☐ Trading ☐ Hedging

Educational Qualification : ☐ Under Graduate ☐ Post Graduate ☐ Graduate ☐ Professional

☐ Others (Specify) _____

Spouse's Name: _____ Date of Birth: _____

Spouse's PAN: _____ Occupation: _____

Account Settlement: ☐ Once a month ☐ Once a quarter

Mode of Operation of Bank account : ☐ Single ☐ Either or Survivor

J. SALES TAX REGISTRATION DETAILS (As applicable, State wise

• Local Sales Tax State Registration No : _____ Validity Date : _____

• Name of the State _____

K. VAT DETAILS (As applicable, State Wise)

• Local VAT Registration No : _____ Validity Date : _____

• Name of the State _____

• Other VAT Registration No.: _____ Name of the State: _____ Validity Date: _____

L. INTRODUCER DETAILS

Name of the Introducer: _____

Status of the Introducer ☐ Sub-broker ☐ Remisier ☐ Authorized Person ☐ Existing Client
☐ Others, please specify _____

Address and phone no. of the Introducer: _____

Signature of the Introducer _____

M.NOMINATION DETAILS (for individuals only) ☐ I/We wish to nominate ☐ I/We do not wish to nominate

Name of the Nominee: _____

Relationship with the Nominee: _____

PAN of Nominee: _____

Date of Birth of Nominee : _____

Address and phone no. of the Nominee: _____

If nominee is a minor, details of guardian:

Name of guardian _____

Address and phone no of guardian _____ Signature _____

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

Name _____ Name _____

Signature _____ Signature _____

Address _____ Address _____

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

DECLARATION

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

Place _____



Date _____

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

FOR OFFICE USE ONLY

UCC Code allotted to the Client: _____

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

Risk Profile: ☐ High ☐ Medium ☐ Low

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

Signature of the Authorised Signatory

Date

Seal / Stamp of the stock broker

INSTRUCTIONS/ CHECK LIST

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

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

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

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

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

1. Refusal of orders for penny / illiquid stock

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

2. Setting up Client's exposure limits

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

PhillipCapital may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute / allow execution of orders due to but not limited to the reason of lack of

margin / Securities / Commodities or the order being outside the limits set by PhillipCapital / exchange/ SEBI and any other reasons which PhillipCapital may deem fit in the circumstances. Losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the Client alone.

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

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

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

3. Applicable brokerage rate

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

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

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

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

- (d) If any regulatory proceeding/ investigation has been initiated against the client by Exchange/SEBI/Court/ Income tax or any other Regulatory authority.

4. Imposition of penalty / delayed payment charges

PhillipCapital may charge penalty charges, delayed payment charges, late pay-in charges, additional financial charges to clients for not making payment of their pay-in /margin obligation on time according to the Rules, Bye-laws and Regulations of the relevant Exchange and usual customs of the market and the rate and amount of such charges shall be penalty/ delayed payment charges at 0.1% per day in cash and derivatives segment. Similarly, PhillipCapital will also be liable to pay delayed payment charges to the clients for not making payment on time except in cases where the client has given "Running Account Authorisation".

PhillipCapital may impose fines / penalties for any orders / trades / deals / actions of the Client which are contrary to this Document (other terms & conditions) / rules / regulations /bye laws of the exchange or any other law for the time being in force , at such rates and in such form as it may deem fit

Further, where PhillipCapital has to pay any fine or bear any punishment from any authority in connection with / as a consequence of / in relation to any of the orders / trades /deals / actions of the Client, the same shall be borne by the Client.

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

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

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

and cost including Brokerage, trade transaction charges and penalty on Square-Off/Close-out.

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

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

(i) the volatility in the market;

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

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

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

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

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

PhillipCapital has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate/ square off all open positions/ securities/ shares/ commodities at the pre-defined square off time or when Mark to Market (M-T-M) percentage reaches or crosses stipulated margin percentage as decided by PhillipCapital from time to time in its discretion depending on the market condition. In the event of such sell/close./ liquidate/square off, the Client agrees to bear all the losses based on actual executed prices. In case open position (i.e.short/long) gets converted into

delivery due to non square off because of any reason whatsoever, the Client agrees to provide securities/ funds to fulfill the pay-in obligation failing which the Client will have to face auctions or internal close outs; in addition to this the Client will have to pay penalties and charges levied by exchange in actual and losses, if any. Without prejudice to the foregoing, the Client shall also be solely liable for all and any penalties and charges levied by the exchange(s). PhillipCapital is entitled to prescribe the date and time by which the margin / security is to be made available and PhillipCapital may refuse to accept any payments in any form after such deadline for margin / security expires.

If the Client fails to maintain or provide the required margin/fund/ security or to meet the funds/margins/ Securities / Commodities pay in obligations for the orders / trades / deals of the Client within the prescribed time and form, PhillipCapital shall have the right (but not the obligation), without any further notice or communication to the Client, to take any one or more of the following steps:

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

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

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

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

late pay-in. Late pay-in charges, as applicable from time to time, will be imposed.

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

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

Share Allocation of delivery payout:-

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

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

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

Client may take exposures as per the company policy on setting up of clients exposure limits given in point 2 above. Client may not be allowed to take position in case of non availability/ shortage of margin as required by PhillipCapital from time to time. Clients need to adhere to various limits imposed by Exchanges from time like market wide limits, scrip wise limit etc. Client may not be able to take further position in case of any trading restrictions put by Exchanges / SEBI on or PhillipCapital. The existing position of the client is also liable to square off/close out without giving notice due to shortage of margin/ non payment for their payin

obligation/ lawful outstanding debts. PhillipCapital may also close the existing position of a client if any of the circumstances mentioned in point no. 9 below arise or for any other lawful reason as deemed fit by PhillipCapital from time to time.

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

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

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

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

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

9. De-registering a client

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

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

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

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

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

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

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

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

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

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

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

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

(xii) If any covenant or warranty of the Client is incorrect or untrue in any material respect.

Client's Acceptance of Policies and Procedures stated hereinabove:

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

CONTROL CUM TARIFF SHEET									
DATE: <input style="width: 100px;" type="text"/>		ACCOUNT NO: <input style="width: 150px;" type="text"/>			MUM : <input style="width: 100px;" type="text"/>				
Name of Client : <input style="width: 800px;" type="text"/>									
Introduced by : <input style="width: 150px;" type="text"/>		IB/DSA (Name & Code No.)		MUM. <input style="width: 50px;" type="text"/> / <input style="width: 50px;" type="text"/>					
RM: <input style="width: 50px;" type="text"/> Currency RM <input style="width: 50px;" type="text"/>		Sub Broker Code: <input style="width: 50px;" type="text"/>		SBU <input style="width: 50px;" type="text"/>		Branch: <input style="width: 100px;" type="text"/>			
Commodity Introduced by: <input style="width: 150px;" type="text"/>		IB/DSA (Name & Code No.)		MUM. <input style="width: 50px;" type="text"/> / <input style="width: 50px;" type="text"/>					
Commodity RM <input style="width: 50px;" type="text"/>		SBU <input style="width: 50px;" type="text"/>		Sub Broker Code: <input style="width: 50px;" type="text"/>		Branch: <input style="width: 100px;" type="text"/>			
Orders to be received by (Name and Signature)									
		Primary Dealer				Secondary dealer			
Name									
Signature									
Category: 2 <input type="checkbox"/>		3 <input type="checkbox"/>		T+7 <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>		Auto Square Off Yes <input type="checkbox"/> No <input type="checkbox"/>	
Account Type (Please Tick)		Direct		ODIN		Online		Omnesys	
Cash / Derivatives Segment									
Brokerage Schedule									
Capital Market Segment (Cash)									
Trading		Brokerage (Cash)				For BO Use (Table No.)			
1st Leg		%							
2nd Leg		%							
Minimum		Paise							
Capital Market Segment (Delivery)									
Delivery		Brokerage (Delivery)		Brokerage (SLBM)		For BO Use (Table No.) (Delivery)		For BO Use (Table No.) (SLBM)	
Default		%		%					
Minimum		Paise		Paise					
Equity Derivatives Segment:									
Normal		Brokerage (Future)		Brokerage (Option)		For BO Use (Table No.)			
1st Leg		%		%					
2nd Leg		%		%					
Life (2nd Leg upto Expiry)		%		%					
Exercise Assignment		%		%					
Minimum		Paise		Paise					
Currency Derivatives Segment:									
Normal		Futures		Options		For BO Use (Table No.)			
1st Leg		%		%					
2nd Leg		%		%					
Life (2nd Leg upto Expiry)		%		%					
Exercise Assignment		%		%					
Minimum		Paise		Paise					
Commodity Derivatives Segment:									
Normal		Futures		Options		For BO Use (Table No.)			
1st Leg		%		%					
2nd Leg		%		%					
Life (2nd Leg upto Expiry)		%		%					
Exercise Assignment		%		%					
Minimum		Paise		Paise					
STT ,CTT , GST, Stamp Duty, SEBI T/O Fees, Exchange Transaction Charges (as applicable from time to time), Delivery Charges (as applicable from time to time) or any other regulatory/Exchanges charges. Account Opening Charges (Rs. 1000), Other Charges (Clearing - 0.002% of trade value in Derivatives, Contract Note Printing Charges - Rs. 50 applicable for ECN clients requiring physical Contract notes), Risk Management Fees, Collateral Charges, Non fungible collateral charges (0.05% of value and 0.05% of value per day respectively), Delivery Handling charges, Derivatives Cash Margin charges (0.04% of value, 0.02% of value, 0.05% of value per day respectively) Electronic Fund Transfer through RTGS/NEFT - Rs. 50 per transaction, NACH Charges - Rs. 10 per in tariff transaction and Cheque Bounce Charges - Rs. 500 per instance. Charge @ 10% of foreclosure amount shall be levied in SLBM foreclosure cases. Any upward revision shall be intimated to clients 15 day in advance. For latest applicable schedule of charges , please refer to our Backoffice Login https://www.phillipcapital.in/login .									
Proposed by (Sign with R.Stamp of IB / Emp)		 		Client's signature		Approved By			
Note: All the highlighted fields are mandatory fields to be filled in.									

OTHER TERMS AND CONDITIONS

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

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

1. DEFINITIONS & INTERPRETATION:

- In this Document, unless repugnant to the context or meaning thereof, words and expressions which are used herein but not defined shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Bye-laws and Regulations of the relevant Exchange.
- 1.1 In this Document, unless repugnant to the context or meaning thereof;
- "Associated Accounts" means the Associated Bank Account(s) and the Associated Depository Account(s).
- "Associated Bank Account" means the current or saving bank account(s) or any funds account maintained by the Client (either solely or jointly with another or others) with the Designated bank(s) or such other Business Associate(s) as PhillipCapital may nominate for the purpose of depositing funds, and which account(s) has/ have been designated by the Client as an Associated Bank Account(s) for the purposes of this Document.
- "Available Commodities Balance" means the Commodities balance in the Associated Depository Account(s) or the Client Account with PhillipCapital which is not blocked or under any lien or other encumbrance and which is freely available to PhillipCapital for blocking and appropriation towards the Client's then current or possible future obligations to deliver the concerned Commodities to PhillipCapital, to an Exchange, to a Clearing Corporation/House and/ or to a Business Associate.
- "Associated Depository Account" means the depository account(s) maintained by the Client (either solely or jointly with another or others) with the Designated Depository Participant and which account(s) has / have been designated by the Client as an Associated Depository Account(s) for the purposes of this Document.
- "Available Funds Balance" means the amount of credit balance in the Associated Bank Account(s) or in the Client Account with PhillipCapital which is not subject to any lien or other encumbrance (except in favour of PhillipCapital pursuant to this Document) and which is freely available to PhillipCapital for blocking and appropriation towards the Client's dues to PhillipCapital, an Exchange, a Clearing Corporation / Clearing House, a Business Associate(s) and or any other individual, partnership, corporation, company, organization association trust or other entity.
- "Available Stock Balance" means the Securities balance in the Associated Depository

Account(s) or the Client Account with PhillipCapital which is not blocked or under any lien or other encumbrance and which is freely available to PhillipCapital for blocking and appropriation towards the Client's obligations to deliver the Securities to PhillipCapital, to an Exchange to a Clearing Corporation/House and/or to a Business Associate.

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

"BSE" means Bombay Stock Exchange Limited.

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

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

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

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

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

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

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

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

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

"Derivatives" shall include:

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

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

Derivatives include commodity derivatives and commodity options.

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

"Designated Depository Participant" means such Depository Participant(s) as PhillipCapital may specify

in this behalf from time to time. PhillipCapital is registered as Depository Participant with NSDL, CDSL. Demat account for commodities segment of the client would be with Comtrack Participant and ComRIS Participant respectively.

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

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

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

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

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

"MCX" means Multi Commodity Exchange of India Limited

"MSEI" means Metropolitan Stock Exchange of India Limited

"NSE" means the National Stock Exchange of India Limited.

"NCDEX" means National Commodity and Derivatives Exchange Limited

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

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

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

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

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

"PhillipCapital Services" or "Services" means those services that PhillipCapital (either itself and/or through its Business Associates) may for the time being be rendering to its clients (whether as a member of an

exchange or not), and which PhillipCapital may agree to render to the Client.

"PhillipCapital" should be referred to as a Stock Broker or Trading Member or Member or Distributor for the purpose of this Document.

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

"SEBI" means the Securities & Exchange Board of India.

"Securities" shall include:

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

(ii) Derivatives;

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

(iv) Government securities;

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

(vi) Rights or interests in securities;

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

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

"Short Sale" shall include a sale order or trade given or entered into by the Client without sufficient Available Stock Balance / Available Commodities Balance.

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

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

"System" includes,

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

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

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

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

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

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

1.3 Addendum, Annexures and Schedules to this Document shall form an integral part of this Document

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

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

- (ii) reference to any gender includes a reference to all other genders,
 - (iii) references to Provisions, Recitals, Clauses, Schedules and Annexures shall be deemed to be a reference to the provisions, recitals, clauses, schedules and annexures of or to this Document,
 - (iv) reference to a person shall include its personal representative, and
 - (v) references to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other provision made under it.
 - (vi) reference to securities includes reference to commodities and vice-versa.
- 1.5 TYPES OF SERVICES OFFERED
- PhillipCapital agrees to provide, subject to the terms of this Document, such of the following services as PhillipCapital may in its discretion from time to time determine to offer to the Client and the Client agrees to avail from PhillipCapital.
- (i) Trading facilities
 - (ii) Clearing facilities
 - (iii) Such other services as permitted by SEBI and the Exchange from time to time, and which PhillipCapital in its discretion may determine to offer its clients.

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

2. DOCUMENT TO PROVIDE AND AVAIL OF THE SERVICES
- 2.1 On and subject to the terms and conditions of this Document, the PhillipCapital Operations Handbook, the Exchange Provisions, other applicable laws, the terms of PhillipCapital Web Site, the contract notes / confirmation notes (as applicable) and such other terms and conditions as may be prescribed by PhillipCapital from time to time.
- (i) PhillipCapital agrees to provide the Services to the Client, and
 - (ii) The Client agrees to avail of the Services.
- 2.2 PhillipCapital reserves the sole and exclusive right to determine the Channels through which the Client may access/receive the Services. PhillipCapital reserves the right to, from time to time, discontinue the availability of any Channel to the Client without any prior notice and without assigning any reasons whatsoever for such discontinuance.
- 2.3 On the Client Registration Application Form being submitted by the Client, PhillipCapital may, at its sole discretion, open the Client Account. This Document shall become effective only upon PhillipCapital opening and activating such Client Account. The Client is aware and agrees that the mere execution and/or acceptance of this Document (s) by PhillipCapital does not oblige PhillipCapital to open a Client Account and PhillipCapital reserves the right to accept an applicant as a Client. PhillipCapital is not obliged to disclose reasons for not accepting the applicant as a client.

- 2.4 The Client confirms that he has read and understood, and agrees that he shall from time to time regularly continue to read and understand, the Exchange Provisions, the guidelines, Rules, Regulations and circulars issued thereunder by SEBI, all applicable laws, the Operations Handbook and the terms and conditions on the PhillipCapital Web Site.
- 2.5 The Client is aware of and agrees that in the course of transacting on the Exchange or otherwise, PhillipCapital acting by itself and/or through its Business Associates, will be acting as an agent of the Client, unless otherwise disclosed by PhillipCapital to the Client.
- 2.6 The Client hereby authorizes PhillipCapital to take all such steps, without being obliged to, on the Client's behalf as may be required or advisable in PhillipCapital's opinion or discretion for compliance with the Exchange Provisions or any other law or provisions or to complete or settle any trades entered into, through or with PhillipCapital and/or its Business Associates or executed by PhillipCapital on behalf of the Client.
- 2.7 Notwithstanding anything to the contrary in this Document, PhillipCapital may at any time in its sole discretion, prohibit or restrict the Client's access to the PhillipCapital Web Site or Services, without any prior notice and without assigning any reasons whatsoever. For the avoidance of doubt it is further clarified that PhillipCapital may at any time discontinue the availability of, and/or refuse to render, any Service (whether previously rendered by PhillipCapital to the Client or not) whether generally to all its clients, to a group or groups of clients or to the Client alone, without any prior notice if PhillipCapital believes that to continue to offer such Services will or may contravene a law or regulation or if based on PhillipCapital's reasonable risk perception, the Services ought to be discontinued.
- 2.8 PhillipCapital and the Client shall be bound by the Exchange Provisions of the concerned Exchange on which the concerned trade is effected and the Rules, Regulations and/or Notifications (including the circulars issued thereunder) issued by SEBI from time to time, as well as other applicable law and common business practices.
- 2.9 Where PhillipCapital has permitted the Client to trade and avail of the Services only through the Internet, PhillipCapital shall be entitled (but not obligated) at the entire cost of the Client alone, to accept one-time instructions from the Client through other Channels. Such one-time permission from PhillipCapital shall not be construed as an authorization by PhillipCapital for such Client to have access to the Services through such other Channel.
- 2.10 For the avoidance of doubt, PhillipCapital hereby reserves the right to offer/make available all or any of the Services to the Client through a Business Associate(s). PhillipCapital shall be entitled to discontinue the Services through such Business Associate(s) without any prior notice and shall be further entitled to replace such Business Associate(s) at its sole discretion.
- 2.11 Any research report or buy / sell recommendation issued to the client via sms, email or through any other mode of communication should not be considered as an offer to sell or a solicitation of

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

3. ASSOCIATED ACCOUNTS

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

- 3.4 The Client shall, forthwith on the execution of this Document, deliver to (i) the Designated Bank and Designated Depository Participant with whom the Client maintains the Associated Accounts, and (ii) to PhillipCapital: a power of attorney and instructions in the PhillipCapital prescribed format(s) (collectively "the Power of Attorney") executed by the Client and all other joint account holders (if applicable) of the Associated Accounts, inter alia, designating such accounts as Associated Accounts for the purposes of this Document, stating full details of the Associated Accounts, confirming and agreeing to the matters stated therein and authorising the Designated Bank or Designated Depository participant (as the case may be) to operate the Associated Accounts on the instructions of PhillipCapital, as more particularly stated in the Powers of Attorney.
- 3.5 The Power of Attorney shall be revocable and in the event of the death, disability, dissolution, winding up or liquidation of any person executing the Power of Attorney the Client (or in case of the Client's demise, disability, etc., the Client's heirs, administrators and executors) shall forthwith inform PhillipCapital and the Designated Bank and Designated Depository Participant with which the Client maintains the Associated Accounts, of the same in writing. In case of death of any person executing the Power of Attorney (other than the Client), PhillipCapital may in its absolute discretion either (i) require the heirs/legal representatives of such deceased person to execute a fresh Power of Attorney as required by Clause 3.4 or, (ii) refuse to offer any further Services to the Client until the Client has nominated a new Associated Account as a replacement to the Associated Account of the Client, of which the deceased donor was a joint account holder.
- 3.6 Where PhillipCapital has permitted the Client to designate as his Associated Account(s) an Associated Bank Account and / or an Associated Depository Account in which the Client is a joint account holder, the Client, the joint account holders and their respective heirs, executors, administrators or assigns shall be liable and obliged, if so required by PhillipCapital to execute from time to time a fresh Power of Attorney in the format(s) prescribed by PhillipCapital and the Client agrees to obtain and submit with PhillipCapital, the Power of Attorney, duly executed by such heirs, executors, administrators or assigns, as the case may be.
- 3.7 The Client and/or the joint account holders (if applicable) of any Associated Account(s) shall not, without prior written consent from PhillipCapital, close an Associated Account or directly or indirectly operate or give instructions in respect of any Associated Account so as to prejudice PhillipCapital rights hereunder or under the authority of the Power of Attorney issued in its favour. In the event that the Client or the joint account holder(s) is in breach of its obligations herein, PhillipCapital shall, without prejudice to its rights under this Document or under applicable law, be entitled to recover from the Client, all or any loss suffered by PhillipCapital directly or indirectly on account of such breach from the funds and/or collateral/ margin of the Client available with PhillipCapital.

- 3.8 The Client may, with the prior written consent of PhillipCapital, change or substitute an Associated Account from time to time. In such event the Client and the other joint account holders, if any, of such new Associated Account shall execute a fresh Power of Attorney in the format(s) prescribed by PhillipCapital in accordance with Clause 3.4 herein, and the provisions of this Document relating to Associated Accounts shall apply to such new Associated Account and the account holders of such new Associated Account.
- 3.9 It shall be the responsibility of the Client to ensure that every joint account holder of an Associated Account, as well as such joint account holder's heirs, executors, administrators, successors and assigns comply with all the provisions of this Clause 3 as well as the other provisions/clauses of this Document to the extent that such provisions/clauses are applicable to and/ or require any act or forbearance on the part of the joint account holder. The Client shall indemnify, save, defend and hold harmless PhillipCapital, its directors, employees, partners, agents, and Business Associates from and against any and all losses, claims, liabilities and/or expenses which may arise as a result of any failure by the Client to comply with the provisions of this clause 3 and other applicable provisions/clauses of this Document.
4. USER NAME AND PASSWORD
- 4.1 Where applicable, and depending upon the Channels through which any Service is being rendered to the Client, the Client will be entitled to a User Name, Password and/ or such other identification or security code (by whatever name called) which will enable him to access the System. The Client is aware that the PhillipCapital's ITORS System itself generates the initial password and that the PhillipCapital is aware of the same. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the PhillipCapital. In any of the above events specified in Clause 4.1, the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorized changed by some other person or for any other reason then the Client shall immediately request the PhillipCapital in writing to discontinue his old Password; and thereupon the Trading Member shall cause the PhillipCapital's ITORS System to discontinue the use of the Client's old Password and the PhillipCapital's ITORS System shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the PhillipCapital be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password.
- 4.2 The Client acknowledges that he is fully aware of and understands the risk associated with availing of a Channel for routing orders over the Internet or the telephone including the risk of misuse and unauthorized use of his Username and/or password by a third party and the risk of a person hacking into the Client Account on the System and unauthorized routing orders on behalf of the Client through the System and unauthorisedly routing orders on behalf of the Client through the System. The Client accepts full responsibility for the monitoring and safeguarding of the Client Account(s) and agrees that he shall be fully liable and responsible for any and all unauthorized use and misuse of his Password and/or Username, and also for any and all acts done by any person through any Channel System using the Client's Username in any manner whatsoever. The Client is aware that PhillipCapital is agreeable to offer the ORS Service and the facility of certain Channels of transmitting orders and instructions over the Internet and telephone on the condition that PhillipCapital is not liable or responsible for the misuse or unauthorized use of the ORS Services or of such Channels. The Client is aware that the Client has the option of not availing the ORS Service and/ or any other Channel that involve the transmission of orders and instructions over the telephone and internet and the Client acknowledges and agrees that the Client has voluntarily opted for the ORS Service and the telephone/internet enabled Channels hereby agrees to bear all risks, responsibilities and liabilities associated with it.
- 4.3 The Client shall be responsible for keeping the Username, Client ID and Password confidential and secure and shall be solely responsible for all orders entered and trades done by any person through the System using the Client's Username and/or Password whether or not such person was authorized to do so. The Client shall ensure that he is the only authorized user of the Username and/or Password. PhillipCapital shall be entitled to presume that any order or instructions entered or communicated using the Client's username and/or Password is the Client's own order or instruction or that of the Client's duly authorized representative. The Client will be fully responsible and liable for, and will indemnify PhillipCapital, its directors, employees, partners, agents, and Business Associates, against, access and/or use of the Client Account, any Channel, the System or Service by any third party using the Client's username and/or Password. At no point in time shall PhillipCapital be liable for any loss, whether notional, actual, direct or indirect that may be suffered by the Client or any other person on account of the misuse of the Client's Username and Password and the Client shall be solely liable and responsible for the same.
- 4.4 The Client shall immediately inform PhillipCapital in writing of any unauthorized use of the Client's Username and/or Password, with full details of such unauthorized use including the date of such unauthorized use, the manner in which it was unauthorisedly used, the orders/trades/dealings/ settlements effected pursuant to such unauthorized use. Notwithstanding the aforesaid, it is clarified for the avoidance of doubt that the Client alone shall be responsible and liable for any or all losses, damages, costs or expenses suffered by the Client or any other person on account of such unauthorized use.
- 4.5 The Client shall log off from the ORS Service at any time the Client is not accessing or using the ORS Service and any liability incurred by the Client as a consequence of the Client not logging off the ORS Service shall be borne solely by the Client. Without prejudice to the aforesaid, PhillipCapital reserves the right to time out a Client session and log off the Client from the ORS Service after a pre-determined time.

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

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

- receive the price at which the Client's order is actually executed by the Exchange's systems, and such price may be different from the price at which the Security is trading when the Client's order is entered into the System or duly received by PhillipCapital through a Channel. The Client shall not hold PhillipCapital for any loss suffered by the Client due to any price difference.
- 5.16 PhillipCapital may from time to time in its discretion impose and vary limits on the orders and trades which the Client can place and enter into through the System and/ or Service (including margin percentage exposure limits, turnover limits, limits as to the number, value and/or kind of Securities in respect of which orders can be placed the companies in respect of whose Securities orders can be placed etc). PhillipCapital may choose not to intimate the Client of the limits and any variation thereof. The Client is aware and agrees that PhillipCapital may need to urgently vary the limits or impose new limits or prohibit or restrict the Client's ability to place orders or trade in Securities through PhillipCapital on the basis of PhillipCapital's risk perception and other factors considered relevant by PhillipCapital, and PhillipCapital may not necessarily inform the Client of the same. The Client agrees that PhillipCapital shall not be responsible or liable for the Client's inability to place any order, enter into any trade and/ or square-off any transaction that PhillipCapital may need to initiate on account of any such variation, imposition, restriction or prohibition.
- 5.17 PhillipCapital shall have the right to refuse or to accept the whole or a part of any order or instruction received by PhillipCapital from the Client, and/ or refuse to execute the whole or a part of any accepted order or instruction, , In particular and without prejudice to the generality of the foregoing. PhillipCapital may refuse to accept or execute the whole or a part of any order or instruction: - (i) based on PhillipCapital risk perception of such order; or instruction; or if PhillipCapital believes that to accept or execute such an order or instruction will or may contravene a law or regulation or if the order is out of the limits of the Available Fund Balance or the Available Stock Balance or Available Commodities Balance of the Client.
- 5.18 Though orders will generally be routed through the Exchange's systems within a few seconds from the time the order is placed by the Client on the System, PhillipCapital shall not be liable for any delay in the execution of any order for any reason whatsoever or for any resultant loss on account of the delay.
- 5.19 The Client agrees that PhillipCapital may at its sole discretion subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such an order.
- 5.20 PhillipCapital may at its sole discretion allow or disallow margin trading subject to Exchange approval, at any time, by the Client either generally in relation to the Services or specifically in relation to any particular Security(ies).
- 5.21 The client is aware that PhillipCapital tape records the conversations between the client's or client's representative and PhillipCapital employees, and hereby specifically permits PhillipCapital to do so. Such recordings may be relied upon by PhillipCapital as and when required including but not limited to resolving disputes in connection with the trading transactions etc..
6. TRANSACTIONS AND SETTLEMENTS
- 6.1 The Client's orders and instructions and all contracts, trades and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions and other applicable law. The Client shall be responsible for paying and delivering to PhillipCapital the required funds or Good Delivery Securities within such time as PhillipCapital may specify for fulfilment of the Client's payment and delivery obligations. If the Client fails to deliver the Securities on pay-in day , the securities will go into auction and relevant Exchange rules, bye-laws, regulations shall be applicable. For internal shortages, process as specified in Policies and Procedures shall be applicable. The client agrees and shall ensure that the pay-in of funds and / or securities shall be made from the client bank and demat account respectively and not from any third party's bank and demat account.
- 6.2 PhillipCapital may, but shall not be bound to, at its discretion and at the risk and cost of the Client, at any time Square-off all or any Outstanding Positions of the Client on any/ all Exchange(s) and segment(s) in such manner as PhillipCapital thinks fit and without any prior notice to or approval of the Client to the extent of settlement/ margin related obligation and other lawful outstanding dues. The Client agrees to bear and pay the losses arising from such Squaring-off. In particular and without prejudice to the generality of the above.
- (a) If the Client has entered into a Short Sale or a Long Purchase then PhillipCapital shall be entitled to, at any time before the Client has Squared-off his Short Sale or Long purchase position Square-off and/ or carry forward the whole or part of the Short Sale or Long purchase position on any day, at the price determined by PhillipCapital or at market price and in any manner as PhillipCapital thinks fit, or permit the Exchange to close out or auction such position; and the aforesaid shall be at the Client's risk and cost including Brokerage, trade transaction charges and penalty on Square-Off/Close-out.
- (b) If the Client has been permitted to do margin trading, subject to Exchange approval, PhillipCapital shall be entitled to Square-off the Client's Outstanding position, inter alia, where, in PhillipCapital opinion, the actual loss and/ or the market loss on the Outstanding positions of the Client has breached or may breach the margins maintained by the Client with PhillipCapital, where the margin or collateral placed by the Client and made available with PhillipCapital falls short of PhillipCapital requirements, where any limit given to the Client has been breached or where the Client has defaulted on any existing obligation.
- (c) PhillipCapital may Square-off any Outstanding Position(s) of the client due to all or any of the following:
- (i) the volatility in the market;



- (ii) any restrictions in relation to volume of trading/outstanding business or margins stipulated by any Exchange, Clearing Corporation/Clearing House and/or PhillipCapital;
 - (iii) delays by the Client in meeting his obligations/dues to PhillipCapital and/or the Clearing Corporation/Clearing House.
- 6.3 PhillipCapital shall have the right to retain and/or set-off and adjust any amounts payable to the Client against any present or future receivables from the Client (whether accrued or contingent). More particularly, PhillipCapital shall have the right to:
 - (i) set off and adjust all funds, receivables, collateral/margins of the Client lying with PhillipCapital and/or with the Designated Bank or Business Associate with whom the Associated Bank Account is maintained, and/or any amounts payable to the Client against all lawful dues and receivables of, and amounts payable by the Client, across segments and/ or Exchanges for the settlement of dues and/or for margin/ collateral requirements, of the Client, without any reference/ notice to the Client.
 - (ii) set off and adjust all Securities/commodities of the Client lying with PhillipCapital or with the Designated Depository Participant with whom the Associated Depository Account is maintained across segments and/or Exchanges for the settlement of the Client's Outstanding Positions in any segment of Exchange, without any reference or notice to the Client.
 - (iii) set-off and adjust all funds, receivables, collateral/margins of the Client lying with PhillipCapital and/or with the Designated Bank or Business Associate with whom the Associated Bank Account is maintained and/or any lawful amounts payable to the Client, as well as all Securities/commodities of the Client lying with PhillipCapital and/ or the Designated Depositors Participant with whom the Associated Depository Account is maintained in relation to a particular Service, against all present and future dues and receivables of, and amounts payable by, the Client in relation to any other Service or, for the settlement of the Client's Outstanding Positions in relation to any other Service, without any reference to the Client.

The client hereby waives any and all objection to, and hereby authorizes PhillipCapital to adjust/appropriate its funds, receivables and margins, collaterals and/or Securities as aforesaid.

Any order given by the Client to PhillipCapital shall be binding upon the Client or his legal representatives until actual notification of the death of the Client is communicated to PhillipCapital. Such communication shall not affect/ prejudice the rights of PhillipCapital hereunder.

- 6.4 All Securities, commodities and/or funds in the Associated Accounts respectively or in the Client Account or otherwise with PhillipCapital (whether such accounts be single or joint) shall be subject

to a lien for the discharge of any all then current or future indebtedness or any other obligation (including contingent indebtedness or obligation) that the Client may have towards or through PhillipCapital and/or its Business Associate; and the same may be held by PhillipCapital as security for the discharge thereof.

- 6.5 In enforcing its set off, lien and/or other rights, PhillipCapital may, in its sole discretion, determine which Securities/commodities are to be sold or appropriated, which account is to be debited or which Outstanding Positions are to be closed.

- 6.6 All cheques, drafts, pay orders etc issued by the Client against his/ its pay-in/ collateral/ margin/ other charges etc shall be strictly contain his/ its client code (Trading Account Code) or unique client code. The Client agrees and confirm that any cheques, demand draft, pay order etc issued without such detail shall not be credited in the Client's ledger account unless verification, to the satisfaction of PhillipCapital is produced by the Client, and the Client shall not claim the said amount from PhillipCapital in the event that such amount is credited to any other client's account due to erroneous instructions given by client.

- 6.7 The Client shall not, acting alone or in concert with others, directly or indirectly hold and control derivatives future contracts in excess of the number of permitted futures contracts as fixed from time to time by the Exchange.

- 6.8 The Client shall not exercise a Long Purchase or Short Sale, whether acting alone or in concert with others, directly or indirectly, in excess of the number of permitted futures contracts as may be fixed from time to time by the Exchange.

- 6.9 It is the responsibility of the client to monitor the client wise position limits in respect of securities/ commodities as specified by the Exchanges from time to time. The client agrees to indemnify PhillipCapital in case of any violation in this regard.

- 6.10 The Client understands that PhillipCapital is acting as an agent of the client and cannot be held liable for transactions executed on the Exchange platform. In case PhillipCapital does not receive payout of funds / securities/commodities/ collaterals from the Exchange / Clearing Corporation / Clearing House/ Depository/ Counterparty, then PhillipCapital is not liable to give such payout to the client and PhillipCapital shall not be liable in whatsoever manner and client cannot and will not claim the same from PhillipCapital. In case part payout is received from the Exchange / Clearing Corporation / Clearing House/ Depository/ Counterparty, then client shall also get part payout and client cannot and will not claim the balance payout from PhillipCapital.

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

In case where pay-out of funds/securities/ commodities is given by PhillipCapital to the clients and Exchange / Clearing Corporation / Clearing House/ Depository/ Counterparty takes back such pay-out, then PhillipCapital has the right to take

- back the same from the client and the client is liable to pay the same to PhillipCapital.
- 6.11 The client authorises PhillipCapital to debit/ credit/transfer the funds / securities between the various segments of the same Exchange and / or between other Exchanges to clear / set off / adjust my/our debit balance or various dues payable to PhillipCapital / Exchange(s).
- 6.12 The Client acknowledges that all contracts culminating in delivery (which are not squared off and information for giving and taking delivery is given by the client) would be transactions for purchase and sales between the clients inter-se and the clients would be personally liable to each other though the contract and relationships are governed by the Bye Laws, Rules and Regulations of the Exchange.
- 6.13 The client will be responsible for providing information for the purposes of giving / taking delivery against his Net Open Position along-with information necessary for giving / taking delivery within stipulated period as specified by the Exchange from time to time. Member shall submit the same to the Exchange. The Exchange at the end of stipulated period shall match the information provided by the Member against Net Open Positions of the client and shall confirm the Delivery / client Receipt to be effected against Delivery information submitted by the Member. Client shall co-ordinate with the Member to ensure that all requirements for giving / taking delivery are fulfilled. Client shall also ensure to comply with all statutory requirements laid down regarding Sale / Purchase of goods including payment of taxes, local levies and other statutory / regulatory charges as prescribed under applicable laws from time to time. Client shall submit documents such as Invoices, Sales Tax exemption or concession forms or any other documents as required under the prevalent laws and forward the same to the Counter-party client or any other Member of the Exchange within stipulated period as specified by the Exchange from time to time. Client shall submit documents such as Invoices, Sales Tax exemption or concession forms or any other documents as required under the prevalent laws and forward the same to the Counter-party client or any other Member of the Exchange within stipulated period as specified by the Exchange from time to time.
- 6.14 The Client understands that PhillipCapital will not be responsible for quality and/or quantity of commodities in any manner whatsoever.
- 6.15 The Client understands and agrees that there is no fixed return in equities, commodities, currencies, derivatives or any other asset classes or segments traded on the exchange or OTC (Over The Counter) products. The principal or the initial investment (in cash or collateral or any other asset class) can also be lost fully and losses can be higher than client's initial investment.
- 6A. Algorithmic (Algo) Trading facility
The client agrees to the following incase the client avails the Algo trading facility:
- (i) The client is fully aware of and understands the various risks associated with Algo trading facility and shall be fully liable and responsible thereto. The client will comply with rules, regulations, bye-laws, circulars, guidelines, etc of SEBI/Exchange/ PhillipCapital with respect to the algorithmic trading and shall not use or allow the use of algorithmic trading facility to engage in any form of market misconduct including insider trading and market manipulation or such conduct which is otherwise in breach/violation of applicable laws, rules and regulations. The client shall indemnify and keep PhillipCapital and/or its employees, directors, associates, etc indemnified incase of any violation or misuse of the algo trading facility or any violation of any regulatory guidelines, circulars, etc issued by any regulatory authority
 - (ii) The client shall be liable in case of loss (including opportunity/notional loss), damages, fines, penalties, charges, costs, expenses, etc caused to the client due to any interruption, malfunction, error, non-availability, technical glitch or for any other reason of whatsoever nature in the algo trading facility through PhillipCapital and shall not have any claim/complaint of whatsoever nature against PhillipCapital and its employees, directors, associates, etc in this regard..
 - (iii) The client agrees to comply with the order to trade ratio prescribed by SEBI/ Exchanges from time to time and will indemnify PhillipCapital incase of any penalty levied by the Exchange in this regard.
 - (iv) The client agrees that PhillipCapital has the right to discontinue the algo trading facility anytime at PhillipCapital's sole discretion.
 - (v) Without prior approval of PhillipCapital, the client should not do any modification or change to the approved algos or systems used for algos.
7. COLLATERAL & MARGIN
- 7.1 The Client agrees and undertakes to immediately deposit with PhillipCapital, such amount of, and such type of collateral and margin, as PhillipCapital may in its sole discretion from time to time requires as and by way of an interest free collateral/ margin. The manner in which the Client with PhillipCapital shall validly deposit such collateral margin is set out in Clause 8.
- 7.2. PhillipCapital shall have the sole and absolute discretion to refuse any collateral/ margin offered by a Client. PhillipCapital shall be entitled in its sole discretion to revise the amount of and/ or modify or revise the type of collateral/ margin it shall require from the Client from time to time. PhillipCapital shall also be entitled to prescribe haircut percentages atleast at rates prescribed by Exchange(s) from time to time in relation to any collateral/ margin and revise the same at any time without giving any prior notice to the Client. Haircut percentages in relation to collateral/ margins shall be provided by

- PhillipCapital to the client and shall be otherwise available upon demand at PhillipCapital office(s) and/ or the offices of its Business Associates, and the Client agrees to keep himself updated in respect thereof.
- 7.3 The Client agrees that PhillipCapital shall be entitled in its sole discretion to require the Client to deposit with PhillipCapital a higher collateral/ margin than that prescribed by the Exchange or any other applicable law. PhillipCapital shall also be entitled to require the Client to keep permanently subject to compliance with actual settlement of funds and securities/commodities with PhillipCapital a deposit/ collateral/ margin of a value specified by PhillipCapital so long as the Client desires to avail of PhillipCapital Services. If any Security/commodity is found not to be of Good Delivery at any time after its deposit with PhillipCapital, PhillipCapital is entitled to reduce the amount attributable to such Security/ commodity in the Client Account and the Client shall immediately replace the same, failing which PhillipCapital is entitled to revise the limits of the Client and/ or Square-Off any Outstanding Position.
- 7.4 The Client hereby gives to PhillipCapital an irrevocable and unconditional right to appropriate any collateral or margin, without any reference to the Client in order to discharge any lawful indebtedness or any other obligation (including contingent indebtedness or obligation) that the Client may owe to PhillipCapital and/ or Business Associate.
- 7.5 Without prejudice to the provisions of Clause 7.1, 7.2, 7.3 and 7.4 (including the right to refer a matter to arbitration) in case the Client does not provide the required collateral/ margins or other lawful amounts, outstanding debts, etc. within the time frame specified by PhillipCapital, PhillipCapital shall have the right to:
- (i) Appropriate and/ or transfer and/ or sell all or any Securities/commodities cash or collateral in the Client Account and/ or instruct the Designated Bank/ Business Associate and/ or Designated Depository Participant (as the case may be) with whom the Associated Accounts are maintained to sell and/ or transfer all or any funds or Securities/commodities in any Associated Account and retain the proceeds thereof;
 - (ii) Liquidate/ close out/ Square-off all or any Outstanding Positions;
 - (iii) Prevent any new orders from being placed and/ or executed by the Client; and/ or
 - (iv) Take such other action as PhillipCapital thinks fit and proper.
- PhillipCapital may exercise all or any of the above rights in such manner as PhillipCapital thinks appropriate, without demand for additional margin or collateral, or advance notice or advertisement, on any Exchange or other market where such business can be transacted, at a public auction or by private sale and PhillipCapital and/ or any of its Business Associates may be the purchaser/ seller for its own account. Any prior demand, call or notice given in this regard shall not be considered as a waiver of PhillipCapital right to exercise its rights without any such demand, call or notice. It is clarified for the avoidance of doubt that all losses, financial charges on account of such liquidation / Closing out as is referred to in clause (ii) above, shall be charged to and borne by the Client.
- 7.6 PhillipCapital shall be entitled to debit all costs/ expenses incurred by it in relation to or associated with the margins/ collaterals of the client to the client Account.
- 7.7 CROSS MARGINING
- a. The Stock Broker agrees to request NSCCL to extend cross margining facility to the Client in the Capital Market Segment subject to the terms and conditions as contained herein and the Client agree to avail the same.
 - b. The parties agree to be bound by SEBI Circular No SEBI/DNPD/Cir-44/2008 dated 2nd December, 2008 and Circulars issued by SEBI from time to time with respect to cross margining.
 - c. The parties agree to be bound by the Rules, Byelaws, Regulations and Circulars issued from time to time by NSEIL/NSCCL including provisions with respect to cross margining.
 - d. The parties agree that cross margin benefit shall be for such positions in one or more trading segments/ clearing segments and shall be subject to such terms and conditions as may be prescribed by NSEIL/ NSCCL if any from time to time.
 - e. In case of default by the Stock Broker arising out of the positions in one or more clearing segments, the Client agrees and understands that NSCCL may utilise the margins or any other monies furnished in any clearing segment by its Clearing Members, who are clearing and settling the transactions pertaining to the Client, in order to meet the obligations arising out of such positions.
 - f. In case of default by the Stock Broker arising out of the positions in one or more clearing segments, the Client agrees and understands that the outstanding positions of the Stock Broker in any or all clearing segments may be closed out by NSCCL in accordance with Rules, Byelaws, Regulations and Circulars issued from time to time by NSCCL.
 - g. In case where cross margin benefit is to be availed by the Client for transactions executed in Futures and Options Segment, the Client agrees that the Stock Broker shall request the Clearing Member of NSCCL to avail the cross margin benefit for such transactions on behalf of the Client and such cross margin benefit shall also be subject to the terms and conditions mentioned in Clearing Member and trading Member agreement entered into between the Clearing Member and the Stock Broker through whom transactions are cleared and settled by the Stock Broker in Futures and Options Segment and terms and conditions mentioned hereinabove shall be applicable for cross margining in Futures and Options Segment also.
 - h. The parties agree that notwithstanding anything contained in Account opening documents to the contrary, the parties shall be bound by the above provisions with respect to cross margining.
8. CREATION OF CHARGE OVER COLLATERAL/ MARGIN
- 8.1 PhillipCapital shall from time to time prescribe and/ or vary the manner in which any collateral margin shall be secured in favour of PhillipCapital.
- 8.2 Without prejudice to the generality of the provisions contained in Clause 8.1 above, PhillipCapital may require the Client to furnish security in all or any of the following forms:.

- (a) Securities: In the case of collateral/ margin, in the form of those equity shares as approved by PhillipCapital from time to time for deposit by the Client as collateral/ margin. The said equity shares shall be secured in favour of PhillipCapital in the following manner:
- (i) The Client shall create a pledge over the equity shares that it proposes to secure in favour of PhillipCapital as collateral/ margin, by issuing appropriate pledge instructions to the Associated Depository Participant in the manner prescribed by the Depository concerned from time to time.
 - (ii) PhillipCapital shall treat such pledge as being valid collateral/ margin only when PhillipCapital is satisfied that the pledge instructions are irrevocable.
 - (iii) The pledge created shall be a continuing security and may be invoked by PhillipCapital in the manner and in the circumstances set out in clause 7 of this Document. Without prejudice to the foregoing, the pledge may be invoked by PhillipCapital in part.
 - (iv) Where a Client wishes to reduce its exposure or close all of its Client Accounts with PhillipCapital, PhillipCapital shall be obliged to close the whole or part of any pledge only after the Client has satisfied all dues referred to in Clauses 7.
 - (v) All costs, charges and expenses incidental to or otherwise in relation to the creation, closure and/ or invocation of a pledge shall be borne by the Client. In the case of collateral/margin in the form of Securities/ commodities other than those equity shares, as approved by PhillipCapital from time to time, for deposit by a client as collateral/ margin, the same shall be secured in favour of PhillipCapital in the manner that shall hereafter be prescribed by PhillipCapital from time to time in relation to various types/ forms of Securities/ commodities.
- (b) Bank Guarantees: In the case of collateral/ margin in the form of an irrevocable and unconditional bank guarantee, the Client shall procure a bank guarantee, from a bank or other financial institution approved by PhillipCapital from time to time for this purpose, in favour of PhillipCapital in the standard format prescribed by PhillipCapital from time to time.
- (c) Fixed Deposit: In the case of collateral/ margin in the form of a fixed deposit, the Client shall create a fixed deposit, held with a bank or other financial institution approved by PhillipCapital from time to time for his purpose, in favour of PhillipCapital in the standard format prescribed by PhillipCapital from time to time, with such liquidation and pay out instructions as PhillipCapital shall prescribe from time to time.
- (d) Cash: In the case of collateral/ margin in the form of cash, the Client shall deposit such cash with PhillipCapital in the manner prescribed by PhillipCapital from time to time.
- (e) Others: In the case of collateral/ margin of a type or nature other than as aforesaid, that PhillipCapital may from time to time accept as collateral/ margin, the manner in which such collateral/ margin shall be validly deposited with PhillipCapital, shall be such as shall be prescribed by PhillipCapital from time to time in relation to such type of collateral/ margin.
- 8.3 The Client agrees and confirms that PhillipCapital will be the owner of all collaterals (including securities/commodities) which may be pledged in favour / transferred to PhillipCapital's beneficiary account and that such securities/ commodities shall at all times be free from any prior charge lien or encumbrance whatsoever and that such securities/commodities shall be absolute and disposable property of PhillipCapital.
- Without prejudice to any of the foregoing, the client confirms that PhillipCapital shall be entitled to pledge/transfer the said collaterals (including securities/commodities) with the Exchange / Clearing Corporation / Clearing House/ PhillipCapital and/or its group/associates companies to fulfil the various obligations from time to time.
- 8.4 The securities/commodities lying in the associated/designated depository account of the client can be considered and treated for the purpose of margin.
- 8A MUTUAL FUNDS AND OTHER PRODUCTS
- 8A.1. The client shall authorize the stockbroker by executing a Power of Attorney in the favour of the stockbroker to execute instructions of the client or its authorized representative with regard to the transactions. All instructions given by the client / its authorized representative shall be binding on the client. The stockbroker may furnish a certified copy of the Power of Attorney and other documents on behalf of the client to the Company / Registrar / Mutual Fund or any third party.
- 8A.2. The client agrees that the instructions with regard to the transactions may be in the client's sole name or in the name of the client jointly with other persons. Clients may apply for units in single name of or more names of the joint account holders of the bank account subject to the terms and conditions of the relevant SID.
- 8A.3. The instructions with regard to the transactions may be given through internet or telephone or any other reasonable mode as permitted by the stockbroker. The client may appoint a nominee details of which are attached herewith. The instructions given by the clients to the Distributor shall be forwarded by the Distributor to the Asset Management Company in electronic log file format and the Asset Management Company shall process the transactions on the basis of such electronic log file only.
- 8A.4. The stock broker may refuse to act on any instructions unless they are given in the manner and form acceptable to the stock broker. The client shall not hold the stock broker liable on account of the stock broker acting in good faith on instructions given by the client or its authorized representative.
- 8A.5. The stock broker may at its discretion not carry out the client's instruction where the stock broker has reasons to believe (which discretion of the stock broker the client shall not question or dispute) that the instructions are not genuine or are otherwise improper / unclear / raise a doubt. The stock broker shall not be liable if any instructions

- are not carried /partly carried out for any reason, whatsoever.
- 8A.6. In case of Mutual Funds/AMC, the client agrees and acknowledges that the stock broker shall provide the facilities as provided in this Document only in respect of the select Mutual Funds with whom the stock broker has entered into a separate arrangement / Document.
 - 8A.7. The client undertakes to read all the relevant Offer Documents, Key Information Memorandum and addendums thereto and terms and conditions of all schemes of all mutual funds and other issues of securities including but not limited to Initial Public Offerings / Public Offers, Rights issue and Buy Back offers, offered through stock broker's website; before entering into any transactions through the website and agrees to abide by the terms, conditions, rules and regulations as applicable from time to time.
 - 8A.8. The client shall ensure that the transactions through the stock broker are executed in accordance with the applicable laws, byelaws, rules and regulations governing the specific investment product. The stock broker may, from time to time, impose and vary limits on the orders which the client may place, including but not limited to exposure limits, turnover limits and limits as to numbers. The client agrees that the broker shall not be responsible for any variation or reduction that may be deemed necessary by the stock broker based on its risk perception and other relevant factors.
 - 8A.9. The stock broker shall not be under any duty to verify compliance with any restriction on the client's investment powers.
 - 8A.10. The client is responsible for the personal and bank related details provided by the client. Neither the stock broker nor any of the Mutual Funds/ Issuers or their respective Registrars shall accept any liability which may arise as a consequence of the erroneous information provided by the client. The client authorises the Distributor to communicate the AMC/Mutual funds, the financial and non financial transactions on clients' behalf.
 - 8A.11. The client agrees that the stock broker is entitled to disclose to a third party, all such information pertaining to the Client as may be required from time to time, for the client to be able to avail of any or all of the services provided by the stock broker under this Document.
 - 8A.12. In case of change of address and personal details of the client, the client shall send a letter to the stock broker giving intimation of the change.
 - 8A.13. The Client can transact directly with the Asset Management company/Mutual funds without recourse to the Distributor at any time under the folio tagged with the Distributor code. The client agrees and understands that the folio number of the client in respect of the Mutual Fund schemes shall be received by the stock broker from the Asset Management Company. The client authorises the Distributor for receiving client investment details from Asset Management company.
 - 8A.14. The Client agrees that the client shall not, without prior intimation and acknowledgement of the stock broker, deal / liaise with the Issuer Company / Mutual Fund/ Asset Management Company or its respective Registrars in respect of the services availed under this Document.
 - 8A.15. Further, any change in the details of the client including but not limited to the Demat account, Bank Account, Address, shall be first intimated to the stock broker who may in turn liaise with the Issuer Company / Mutual Fund / Asset Management Company or its respective Registrars to update such changes. The Issuer Company / Mutual Fund/ Asset Management Company or its respective Registrars may reject such requests and in such an event the stock broker shall not be liable for any such rejection.
 - 8A.16. The client further agrees that the client shall not close / change the details of the Demat account / Bank account without prior notification to the Stock broker and the Client agrees that the stock broker may instruct the Depository Participant / Bank of the Client to reject any such request received from the Client.
 - 8A.17. The Client shall provide the stock broker with its Permanent Account Number (PAN) and a self attested copy of the same.
 - 8A.18. The client acknowledges that the purchase / application instructions shall be processed by the stock broker only after sufficient funds to cover the purchase / application price and other costs and charges are received by the stock broker.
 - 8A.19. If after execution of any transaction it is for any reason found that the stock broker has not been provided with sufficient funds by the client, the client shall pay the deficient amount to the stock broker forthwith on demand, failing which the stock broker may (but shall not be bound to) square up the transaction at any time at the client's sole risk and cost. Any loss arising on such squaring up will be borne solely by the client and the client shall pay to the stock broker the additional amount that may be payable by the client.
 - 8A.20. The client declares and confirms that the amount being invested by the client either directly or through its Power of Attorney holders, in any schemes of all mutual funds or other securities including but not limited to Initial Public Offerings / Public Offers, Rights issue and Buy Back offers is obtained through legitimate sources and is not held or designed for the purpose of contravention of the provisions of any Act, Rules and Regulations or any statute or legislation or any other applicable Laws or any Notifications, directions issued by any Governmental or Statutory Authority from time to time.
 - 8A.21. In case the client is a Non-resident Indian, the client confirms that the funds are remitted from abroad through approved banking channels or from the NRE / NRO / FCNR account.
 - 8A.22. If for any reasons, the stock broker is unable to carry out the transactions as instructed by the client to the extent of full quantity of units / securities, the stock broker shall be entitled at its discretion and the client hereby irrevocably authorizes the stock broker to carry out a transaction of a lesser quantity of units / securities. The stock broker shall not be responsible for the non-execution of the client's instructions for the entire quantity or the remaining quantity.
 - 8A.23. The client agrees and acknowledges that any instruction given or purported to be given by the client before the cut off time as may be intimated by the stock broker to the client from time to time,

- will be processed on the same day. Any instruction received after the cut off time will be processed on the next working day, if applicable. Cut off time of the Stock Broker may vary with the cut-off time specified by SEBI regulations or SID/SAI for operational convenience.
- 8A.24. In case of Mutual Fund, applicable Net Asset Value shall be as per the Offer Document and SEBI Rules and Regulations.
- 8A.25. The client agrees and acknowledges that after the first purchase transaction in any Mutual Fund, the client may not be permitted to transact till the folio number is allotted. The stock broker does not accept any liability for delay in processing time at the Mutual Fund's or Registrar's end.
- 8A.26. The Client acknowledges that the stock broker shall not be under any obligation to provide him with any tax, legal, accounting, investment advice or advice regarding the suitability or profitability of investment of any kind, nor does the stock broker, give any advice or offer any opinion with respect to the nature, potential value or suitability of any particular transaction or investment strategy.
- 8A.27. It is explicitly stated herein and understood by the client that the Mutual Fund Schemes/Offer Documents / other schemes offered by the stock broker, have not been / shall not be understood as recommended by the stock broker.
- 8A.28. The client can view his/ her / its transactions on the website. A physical copy of the transactions statement or the account statement shall be sent by the stockbroker only on a written request from the client.
- 8A.29. In case an application is made for Initial Public Offer / Public Offer / Units of Mutual Fund through the stock broker, the client authorizes the stock broker to collect on client's behalf, the refund amount, if any, from the Issuer Company / Registrar / Asset Management Company/ Mutual Fund and subsequently credit the same to client's Bank account, after set-off/ adjustment of lawful dues payable by the Client on account of obligations incurred in connection with the application. The client further agrees that the stock broker shall not be held responsible for non allotment of securities / units of Mutual Funds either fully or partly to the client, for any reason whatsoever. The stock broker shall not be held responsible in case due to some reason the bid/application/ revision instructions sent by the client is not received by it, or if the bid / application / revision could not be uploaded to the Stock Exchange or could not be sent to the Bankers / Registrar to the issue.
- 8A.30. The stock broker shall not be held responsible for non - receipt / delay in / incorrect receipt of fund, refund if any, from the Registrar/ Company. The stock broker shall not be held responsible for incorrect Tax Deduction at Source (TDS) by the Registrar /company, if applicable, or for non-receipt or delay in / incorrect receipt of TDS Certificate, if any from the Registrar /Company/ Mutual Fund.
- 8A.31. The stock broker shall not be liable for any loss or damage caused by reason of failure or delay of the mutual fund to deliver any units purchased even though payment has been made for the same or failure or delay in making payment in respect of any units / securities sold though they may have been delivered.
- 8A.32. The client understands that the corporate actions including but not limited to Dividends, declared by the Issuer Company / Mutual Fund shall be directly paid by the Issuer Company/Mutual Fund to the client.
- 8A.33. The stock broker shall also not be liable to the client for any delay, failure or refusal of the Mutual Fund/ any Issuer Company/ Corporation or other body in registering or transferring units to the names of the clients of for any interest, dividend or other loss caused to the client arising therefrom.
- 8A.34. The client agrees to provide the stock broker with any confirmation / declaration or any other document that the concerned Issuer /Asset Management Company or any other entity may from time to time require the stock broker to collect from the client in respect of the services offered under this Document.
- 8A.35. The stock broker shall not be responsible for any changes in the data of any scheme as carried out in the Offer document or any other documents / material issued by Asset Management company/ Issuer Company/ Mutual Fund.
- 8A.36. The stock broker does not accept any liability for delay in processing time at the Mutual Fund's / Issuer or Registrar's end. The client agrees that the stock broker shall not be liable or responsible for not executing any transactions for any reason, beyond its control.
- 8A.37. Neither the stock broker, nor any of the Mutual Funds / nor the issuer shall be liable for any failure to perform its obligations, to the extent that such performance had been delayed, hindered or prevented by systems failures network errors, delay or loss of data due to the aforesaid, acts of God, floods, epidemics, quarantine, riot or civil commotion and war.
- 8A.38. The stock broker shall provide its services on a best efforts basis. However in respect of mutual funds, other securities, including but not limited to Initial Public Offering, Rights issue, Buy Back Offers offered through its website the stock broker shall not be liable for any failure or for any loss, damage or other costs arising in any way out of:
- a) System failure including failure of ancillary or associated systems, or fluctuation of power, or other acts of God/force majeure; or
 - b) Accident, transportation, neglect, misuse, errors, frauds on the part of the client or any agent of the Client or agents or any third party, or
 - c) Any fault in any attachments or associated equipments of the client or
 - d) Any incidental, special or consequential damages including without limitation of loss of profit.
9. CANCELLATION/ MODIFICATION REQUESTS
- 9.1. The cancellation or modification of an order pursuant to the Client's request is not guaranteed. The order will be cancelled or modified only if the Client's request for cancellation or modification is duly received and the order is successfully cancelled or modified before it is executed. Market orders are subject to immediate execution wherever possible.
- 9.2. The Client shall not be entitled to presume an order as having been executed, cancelled or modified until a confirmation from PhillipCapital is received by the Client in that behalf as the case may be. However, due to technical or other factors and confirmation may not be immediately

transmitted to or received by the Client, and such delay shall not entitle the Client to presume that the order has not been executed, cancelled or modified, as the case may be, unless and until PhillipCapital has so confirmed in writing.

10. BROKERAGE, COMMISSIONS, FEES, SPECIAL FINANCIAL CHARGES AND OTHER CHARGES

10.1 The Client agrees to pay PhillipCapital Brokerage, commission, fees, GST, other taxes, trade/ transaction expenses, clearing charges, other charges as levied by PhillipCapital from time to time and statutory levies as they exist from time to time and as they apply to the Client Account and trades/transactions of the Client, the Services and the Channels made available by PhillipCapital to the Client. The Client also agrees that PhillipCapital may deduct and appropriate any of the aforesaid amounts from any amount payable by PhillipCapital to the Client or may instruct the Designated Bank whom the Associated Bank Account is maintained and/ or Business Associate (as the case may be) to transfer such amount to PhillipCapital from an Associated Bank Account.

10.2 The Client agrees that PhillipCapital may from time to time in its sole discretion, but subject to the Exchange Provisions, determine and modify the amount of Brokerage, commissions, fees and other amounts payable by the Client after giving a prior notice of 15 days to the client A schedule of current Brokerage, fees and commissions, applicable service and other taxes and other trade/ transaction expenses shall be provided by PhillipCapital on PhillipCapital Web Site and shall be otherwise available upon demand at PhillipCapital office(s) and/ or the office(s) of Business Associates notified by PhillipCapital for this purpose, and the Client agrees to keep himself updated in respect thereof.

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

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

10.3 Without prejudice to any other provision of this Document, the client understand and agrees that PhillipCapital may charge penalty/delayed payment charges at 0.1% per day on the outstanding ledger amount/margin shortfall in cash and derivatives segment and penalty charges according to the Rules, Bye-laws and Regulations of the relevant Exchange and such other charges (as may be levied by PhillipCapital from time to time,

- (I) On the dealings made under or pursuant to this Document
- (II) On the balance outstanding payable to the PhillipCapital ;

(III) For such extra / reasonable costs, including legal fees, incurred by the PhillipCapital for collecting the dues payable by the client to the PhillipCapital , an Exchange, a Clearing Corporation / Clearing House, any agent or sub-broker of the PhillipCapital and / or any other individual, partnerships, corporation, company, organisation, associates, trust or other entity acting for or on behalf of the PhillipCapital.

10.4 The client agrees , understands and confirms that if exchange/regulatory authority charges any penalty/fine for any non-compliance on clients part(including but not limited to non-payment/shortfall in margins) then such penalty/fine shall be debited to client ledger account and client shall be obliged to make payment for the same.

11. CONFIRMATIONS

11.1 Confirmation of receipt of an order by PhillipCapital shall be communicated to the client in the order-confirming module of the Channel through which the order was made. Details of the order-confirming module of each Channel are available on the PhillipCapital Web Site and shall be otherwise available upon demand at PhillipCapital office(s), and the Client agrees to keep himself updated in respect thereof. Upon execution or cancellation of an order for which the client has received a confirmation as aforesaid, PhillipCapital shall issue a contract note or ECN in the format prescribed by the relevant stock exchange confirming execution of the order. Such confirmation note or contract note shall be delivered to the Client within such number of days as shall be prescribed for such delivery in bye-laws, rules, regulations, circulars of SEBI/ Exchange. The contract note or confirmation note (as the case may be) may be sent by postal mail, electronic mail or other electronic (including digital form) and this shall be deemed to be a valid despatch thereof by PhillipCapital. It is the responsibility of the Client to review, immediately upon first receipt, whether delivered to him online, by postal mail, by electronic mail or any other electronic means, all confirmation notes/ contract notes of orders or trades..

11.2 Without prejudice to the foregoing, the Client agrees and understands that due to technical or other factors, an order which has been received by PhillipCapital may not be immediately confirmed to the Client. Such delay in confirmation shall not entitle the Client to presume that the order has not been received by PhillipCapital and the Client shall remain liable to PhillipCapital for every order of the Client duly received by PhillipCapital.

11.3 The Client shall bring any errors in any report/ any communication, contract note or confirmation note of executed trades (including execution prices, securities/commodities or quantities) to PhillipCapital's notice in writing, via electronic mail or fax within a reasonable time on receipt of the concerned report, contract note or confirmation note (as the case may be). In all cases, PhillipCapital shall have the right to accept or reject the Client's objection. In case the objection is not received by PhillipCapital within a reasonable time , the report, statement, contract

- note or confirmation note sent by PhillipCapital shall be deemed to have been accepted by the Client.
- 11.4 There may be a delay in PhillipCapital receiving the reports of a trade/transaction status from the respective Exchanges. Accordingly, PhillipCapital may forward to the Client reports, contract notes or confirmation notes in respect of such trades/ transactions that were previously unreported to PhillipCapital or were incorrectly reported to him as being expired, cancelled, or executed. The Client shall not hold PhillipCapital responsible for any losses suffered by the Client on account of 'any late reports/ statements, contract notes or confirmation notes, or any errors in reports/ statements, contract notes or confirmation notes computed by or received from any Exchange/PhillipCapital.
- 11.5 The Client agrees to receive the confirmation of transactions executed on his/its behalf by way of Electronic Contract Notes (ECN) authenticated by means of digital signature in substitute of the physical contract notes..
- 11.5.1 The Electronic Contract Notes will be deemed to have been delivered at the designated location (specified by Member from time to time) where the Client can log on to the internet site using his/ its username and password. Once the ECN have been delivered at the designated location viz. the internet site the client accepts the same as delivery of the contract note.
- 11.5.2 The ECN will be available from time to time at the Designated location. The Client will be required to save/ print download the contract notes for archiving.
- 11.5.3 Further, PhillipCapital and the Client hereby agrees to abide by the amendment in ECN from time to time if required, for complying with any statute, Regulation or with the requirements of any competent authority.
- 11.5.4 The client agrees that non receipt of bounced mail by PhillipCapital through which ECN was sent shall amount to delivery of the contract note.

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

12. INVESTMENT ADVICE

- 12.1 PhillipCapital does not intend to give and the Client acknowledges that PhillipCapital shall not be liable to provide to the Client, any tax, legal or investment advice of any kind or any advice or opinion with respect to the nature, potential value or suitability of any particular securities trade, transaction, investment or investment strategy. The Client understands and agrees that in the event the Client receives or accesses any investment research reports or any investment or other recommendations or advice from PhillipCapital / or any Business Associates (or any employee or official of PhillipCapital /or a Business Associate) or on PhillipCapital Web Site or that of any Business Associates, the same is on a no-liability, no guarantee, no-solicitation and no-obligation basis and any decision, action or omission thereon by the Client shall be entirely at

the Client's risk and should be based solely on the Client's own verification of all the relevant facts, financial and circumstantial, a proper evaluation thereof and the Client's investment objectives and PhillipCapital shall not be responsible or liable for the same for any reason whatsoever.

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

13. REPRESENTATIONS AND WARRANTIES OF THE CLIENT

- 13.1 The Client represents and warrants to PhillipCapital that all the information provided and statements made in the Client Registration Application Form or any other document provided by the Client to PhillipCapital and/ or any Business Associate (whether before or at any time after the date hereof) in relation to the provision of the Services to the Client ("other documents") are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the Client is aware that PhillipCapital has agreed to provide the PhillipCapital Services to the Client on the basis, inter alia, of the statements made in the Client Registration Application Form and other documents. The Client is aware and acknowledges that trading over the Internet, Kiosks, telephone and through computers involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations, and the PhillipCapital Service may at any time be unavailable with no prior notice. PhillipCapital and the Exchange do not make any representation or warranties that PhillipCapital Service will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or PhillipCapital on account of any suspension interruption, non-availability or malfunctioning of the System or Service or the Exchanges' service or systems for any reason beyond its control.
- 13.2 The Client has the required legal capacity to, and is authorized to, enter into this Document and is capable of performing his obligation and undertakings hereunder.
- 13.3 All actions required to be taken to ensure compliance with all applicable laws for all the trades/ transactions which the Client may enter into pursuant to this Document shall be completed by the Client prior to entering into such trades/transactions.
- 13.4 The Client shall abide by the Exchange Provisions, the guidelines, Rules and Regulations of SEBI and the Clearing Corporation/ House and any other pertinent regulatory authority, and the terms that PhillipCapital and PhillipCapital Web Site in force



- may prescribe from time to time for use of the Services.
- 13.5 The Client agrees and understands that the use of the Service by Clients, resident or situated outside India, may be subject to the Indian Foreign Exchange Management Act, 1999 and the Rules and Regulations framed thereunder and/ or other international, federal, state and/or local laws and regulations applicable to such Clients. It shall be the sole responsibility of such Clients to ensure and comply at all times with such and regulations and the Client indemnifies, PhillipCapital, its directors, employees, partners, Business Associates, agents from and against any and all losses, claims, liabilities and/ or expenses which may arise as a result of any failure by the Client to comply with the provisions of this clause 13.6.
- 13.6 The Client hereby agrees and represents that it has understood and fully appreciate the risk involved in, dealing in Securities/commodities and availing of the Services, and agrees to be solely responsible for the investments and trades made by PhillipCapital on his behalf pursuant to any order or instruction from the Client.
- 13.7 Any instructions given by an authorised representative of the Client to PhillipCapital (or to PhillipCapital representative) or any of its Business Associates shall be binding on the Client.
14. OTHER DATA
- 14.1 The Client understands that the Exchange and any other supplier of data (including without limitation to a Business Associate) asserts a proprietary interest in all of the market and other data it furnishes, directly, through PhillipCapital or otherwise. The Client understands that the Exchange, such supplier and PhillipCapital do not guarantee the timelines, sequence, accuracy or completeness of the data or any other information, or any messages disseminated by it. Neither PhillipCapital nor the Exchange, nor such supplier shall be liable in any way for incorrect, misleading, incomplete or out-dated data or information, and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.
- 14.2 The Client shall not furnish market information provided by the Exchange, PhillipCapital and/ or a Business Associate to the Client to any other person or entity for consideration or otherwise the Client shall use such information at the client's own risk and cost.
- 14.3 The Client is authorized to use, at the Client's risk, materials which are made available by PhillipCapital Services for the Client's own needs only, and the Client is not authorized to resell or permit access to such materials or to make copies of any such materials for sale or supply to or use by others. The Client will not delete Registered Trademarks, copyright or any other intellectual property rights notices from any such materials.
15. LIMITATION OF LIABILITY
- 15.1 PhillipCapital does not warrant that the Service will be uninterrupted or error free. The Client's use of the Service is at the Client's sole risk. The Services are offered to the Client on an "as is" and "as available" basis. PhillipCapital does not make, and expressly and specifically disclaims, any representations or warranties of any kind, express or implied regarding the PhillipCapital Services or the System, including without limitation, those of uninterrupted availability, merchantability or fitness for a particular purpose of the Services.
- 15.1.1 Without limiting the generality of the foregoing, PhillipCapital specifically disclaims any guarantee or warranty that (a) the ORS Service and the Channels will be secure, uninterrupted or error free (b) that there are no viruses or harmful content on or in the ORS Service and/or the PhillipCapital Web Site, or (c) that the content on the PhillipCapital Web Site is correct, accurate, reliable, timely, legal and of any specific quality.
- 15.2 The Client agrees that under no circumstances, , shall PhillipCapital or anyone involved in creating, producing, delivering or managing PhillipCapital Services or System be liable for any direct, indirect, incidental, special, general, remote or consequential damages arising out of the use or inability to use or the availability or non-availability of the Services including, but not limited to loss or damage in relation to, (a) loss of profits, trading losses, loss of opportunity or damages that result from interruption, delay or loss of the use of the service (b) any claim, loss or damage attributable to errors, omissions or other inaccuracies in the content or data on the PhillipCapital Web Site or the ORS Service, (c) any unauthorized use, access or alteration or discontinuance of any Services, or (d) any other matter relating to the Services.
- 15.3 Certain Securities may grant the holder thereof valuable rights, that may expire unless the holder takes action. The Client shall be responsible for knowing the rights and terms of all Securities acquired by the Client, PhillipCapital shall not be obliged to notify the Client of any upcoming expiration or redemption dates, or take any other action on the Client's behalf, except as required by law and applicable Exchange Provisions. The Client shall also be responsible for knowing about reorganisations related to Securities which the Client holds including, but not limited to stock splits. If due to a reorganization or book-keeping or data entry error, the Client sells more Security than what is actually owned by the Client, then PhillipCapital shall not be responsible for any losses that the Client may incur by reason thereof.
- 15.4 The Client agrees that PhillipCapital, its directors, employees, partners, agents, and Business Associates shall not be liable or responsible for any loss or liability caused or incurred directly or indirectly due to any act or omission of the Client or any loss of opportunity, actual or perceived, caused directly or indirectly by government restrictions, change in law, act of God, Exchange or market rulings or regulation, suspension of trading, war, earthquakes, flood, accident, strikes, power failure, communication line failure, system or telephone failure, security failure on the internet, equipment or software malfunction, hacking, unauthorized access, theft, strikes, or any problem, technological or otherwise, that might prevent the Client from entering, or PhillipCapital from executing an order, or any other conditions beyond PhillipCapital control.
- 15.5 PhillipCapital shall not be liable for any error or delay in, or omission from, any data, information, or

- message on PhillipCapital Web Site, the ORS Service and/ or the Service generally, or delayed, interrupted or improper transmission or delivery of any data, information, or message, or any loss or damage arising from or occasioned by the above. Further, PhillipCapital shall not be liable for any failure to execute an invalid, incomplete or inaccurate Client order.
- 15.6 The Client understands and agrees that the Services are being provided by PhillipCapital with the assistance and technology of some of its Business Associates. PhillipCapital disclaims liability and responsibility, and the Client agrees and accepts that PhillipCapital shall not be liable or responsible, for and in relation to any and all loss or damage (real or notional) incurred or suffered by the Client or anyone else as a result of any action, advice, failure or default attributable to a Business Associate.
16. INDEMNITY
- 16.1 The Client agrees to indemnify and hold PhillipCapital, its directors, employees, partners, Business Associates, agents harmless from and against any and all claims, losses, liability, costs, expenses (including but not limited to lawyer's fees and penalties or costs imposed by any Exchange and proceedings) arising from, out of, or in connection or in relation to.
- (i) the breach of any obligation by the Client under, or any representation, warranty and/ or covenant made by the Client in, this Document;
- (ii) any third party's right arising out of the Services rendered by PhillipCapital pursuant to this Document; and
- (ii) any other wrongful act on the part of the Client.
- 16.2 Neither party shall be responsible/ liable, in any manner, for any violation(s) and/ or breach(es) committed by the other party in complying with its obligations under applicable law, Government notifications, any Rules, Regulations and Guidelines issued by SEBI, the Rules, Bye-laws and Regulations of the relevant Exchange, as well as the rules and regulations of the Clearing House/ Clearing Corporation (as the case may be).
17. NOTICE
- 17.1 Any notice, information or other communication to be given by the Client to PhillipCapital in connection with this Document shall be in writing and shall be deemed duly served if delivered personally or by prepaid registered post to the address, and for the attention of the person, set out below:
- To,
The Managing Director,
PhillipCapital (India) Pvt. Ltd.
No.1, 18th floor, Urmi Estate,
95, Ganpatrao Kadam Marg,
Lower Parel (West), Mumbai - 400013
- 17.2 Any notice, information or other communication to be given by PhillipCapital to the Client in connection with this Document shall be in writing and shall be deemed duly served if sent, by prepaid registered post to the address, or the e-mail address (as applicable) specified by the Client in the Client Registration Application Form as the address and mode of service for all communication to the Client.
- 17.3 Either Party may change their address and/ or the mode by which notices, communications and information is to be delivered to them by the other Party as specified aforesaid, by giving notice of such change to the other Party in the manner prescribed for service of notice to the other Party, by Clause 17.1 and 17.2 (as applicable).
- 17.4 Notwithstanding anything stated above, communication relating to order, margins/ collateral, maintenance calls and other similar matters by PhillipCapital to the Client may at the option of PhillipCapital, be communicated orally and/ or by facsimile to the clients or its representative by PhillipCapital or any Business Associate.
18. AMENDMENT & SUSPENSION
- 18.1 The Client understands and agrees that PhillipCapital may suspend or discontinue its Services in part or its entirety and change the terms of the Service (including the terms on PhillipCapital Web Site) or this Document at any time and from time to time, and the same will be communicated to the client, and shall be binding upon the Client.
- 18.2 Without prejudice to the generality of the aforesaid, PhillipCapital may suspend or terminate the Service without prior notice to the Client, in the event that the Client has breached any terms or conditions of this Document or if PhillipCapital learns of the death, disability, bankruptcy or lack of legal capacity of the Client or where in the perception of PhillipCapital, the continuation of the Services could increase the risks to PhillipCapital, a Business Associate, Exchange or any other authority.
- 18.3 PhillipCapital may at any time amend this Document (and other documents entered into by the Client with PhillipCapital) by modifying or rescinding any of its existing provisions or clauses or conditions or by adding any new provisions or conditions as per the rules, bye-laws, regulations, circulars of SEBI/Exchange after giving prior notice to the Client. PhillipCapital may inform such changes to the client through letter/email/ client's back office login or host the same on its website. Continued use of PhillipCapital Service after such notice will constitute acknowledgement and acceptance of such amendment(s).
19. ASSIGNMENT
- The Client shall not assign any right and obligations hereunder without obtaining prior written consent from PhillipCapital.
20. TERMINATION OF THIS DOCUMENT
- 20.1 This Document shall stand terminated by mutual consent of the parties hereto by giving at least 30 (thirty) days notice to each other in writing.
- 20.2 PhillipCapital may terminate this Document:
- (i) with immediate effect in the event of a breach of any of the terms and conditions of this Document by the Client; or
- (ii) by giving 30 days notice to the Client without being required to assign any reasons therefore.
- 20.3 The provisions of Clauses 15, 16, 25, 26 and this Clause 20.3 shall survive the termination of the Document.
- 20.4 This Document shall be forthwith terminated on the death, insolvency, liquidation, winding up, dissolution, as the case may be, of the Client and upon such termination, the Client and his legal heirs, executors and assigns and/ or his accounts shall remain liable for all outstanding dues

- payable by the Client to PhillipCapital on account of any trading or dealing done by the Client, prior to termination.
- 20.5 The termination of this Document shall not affect any rights or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with trades/ transactions entered into or acts done or omitted prior to the termination, but which may result in future dues/ obligations payable by the Client to PhillipCapital and/or a Business Associates, any Exchange or any other authority.
21. **SEVERABILITY**
In the event of any provision(s) of this Document being held to be or becoming invalid, unenforceable or illegal for any reason or if it is in contravention of the Rules, Regulations and Bye-laws of the Exchange(s), such invalidity, unenforceability, illegality or contravention shall attach only to such provision, and this Document shall remain otherwise in full force apart from the said provision which will be deemed deleted. The validity of the remaining provisions shall not be affected thereby and this Document shall be carried out as if any such invalid or unenforceable or contravening clause or condition was not contained herein. PhillipCapital shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose as the deleted provision to the greatest extent possible.
22. **WAIVER**
- 22.1 No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Document shall in any way affect, diminish or prejudice the right of such party to require the performance of that or any other provision of this Document or be considered to be a waiver of any right, unless specifically agreed in writing. Except as specifically permitted in this Document, no provision of this Document can be, nor be deemed to be waived, altered, modified or amended unless agreed to in writing and signed by an authorized officer of PhillipCapital. No waiver of any single breach or default under this Document shall be deemed a waiver of any other breach or default.
- 22.2 Notwithstanding anything stated elsewhere in this Document but subject to the proviso hereinafter appearing, PhillipCapital shall have the right to, in its sole discretion, waive in whole or in part all or any of the provision of this Document which require the Client to maintain Associated Account(s) and/ or any other provision(s) of this Document. In case of such waiver:
- (i) the provisions of this Document relating to Associated Accounts and the operation thereof (and/ or any other waived provisions) shall be construed accordingly, and
 - (ii) in the absence of any Associated Bank Account, all payments by or to the Client shall be effected through and/or by a cheque/ Demand draft/ Pay Order of a bank acceptable to PhillipCapital (which may be a bank other than the Designated Bank) or in such other manner as PhillipCapital may specify; and
 - (iii) in the absence of any Associated Depository Account, all deliveries of Securities by or to the Client shall be effected through any depository account acceptable to PhillipCapital or in such other manner as PhillipCapital may specify. Provided always that notwithstanding anything stated above, PhillipCapital shall have the right, at any time in its sole and absolute discretion to withdraw such waiver in whole or in part without assigning any reasons.
23. **PARTICIPATION**
During the currency of the Document, it shall be the duty of the Client to inform PhillipCapital immediately of any change in constitution, identity by change of name, residential status or any other information as provided by the Client at the time of entering into this Document. The Client shall ensure that he shall not deal through PhillipCapital on the Exchange of which the Client is registered as a broker or sub-broker.
24. **LAW AND JURISDICTION**
This Document shall be governed by and construed in all respects in accordance with the laws of the Republic of India. All trades, transactions and contracts pursuant hereto shall be deemed to be made, entered into and to be performed in the city of Mumbai and the courts at Mumbai, India shall have exclusive jurisdiction over this Document and the arbitration proceedings in relation to this Document.
25. **EFFECT OF ATTACHMENT**
The Member shall not be liable for refusing to obey orders given by or for the Client with respect to its account(s) with the Member (including without limitation any Client Account) which has or have been subject to attachment in any legal proceeding or under any applicable law for the time being in force, against the Client and the Member shall not be under any obligation to contest the validity of such attachment or sequestration. Further, the Client shall be liable to indemnify the Member from and against any loss or expense suffered and/ or incurred by the Member as a result of such attachment
26. **LEGAL DISABILITY OR DEATH**
In the event of death, insolvency or liquidation (as applicable) of the Client or the Client otherwise becoming incapable of receiving, paying for, delivering or dealing in Derivatives which the Client has ordered to be bought, sold or otherwise dealt with, the Member may liquidate/ close out the transactions of the Client and the Client or the Client's legal representatives shall be liable for any, outstanding positions in Derivative bought, sold or otherwise dealt with by the Client and for any losses or costs in relation to the same. In case of any surplus amount accruing to the account of the Client, the Client or the Client's legal representatives/ heirs shall also be entitled to receive such surplus amount.
Any order for dealing given by the Client to the Member shall be binding upon the Client or the Client's legal representatives/ heirs until actual notification of the death, insolvency or liquidation (as the case may be) of the Client is communicated to the Member. Such communication shall not affect the rights of the Member under this Document. Subject to, and without prejudice to, the foregoing, whenever the Member deems it necessary in its sole discretion and for its own protection, or in the event,

(a) of the Client being judicially declared Incompetent
 (b) a petition for bankruptcy/ insolvency or for the appointment of a receiver being filed against the Client;
 (c) of the Client making an assignment for the benefit of its creditors; or
 (d) of an attachment being levied against the Client,
 The Member shall be entitled, regardless of prevailing market quotations, to appropriate any margin/ collateral held in the account of the Client with the Member and/ or to sell, in whole or in part any commodities or any other property of the Client held as margin/ collateral or otherwise by the Member or on its behalf.

27. ACTING AS A SUB BROKER:

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

28. DISPUTE RESOLUTION

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

29. COMPLIANCE WITH PMLA GUIDELINES

The client confirms and undertakes that the client will comply with the provisions of the Prevention of Money Laundering Act, 2002. PhillipCapital may be required to report the details of the transactions

undertaken by the clients to the concerned authorities if they are suspicious according to PhillipCapital's understanding.

30. SHARING OF INFORMATION

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

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

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

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

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

31. PhillipCapital discloses herewith that it does undertake proprietary trading.

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

For Office Use:

For Client Use:

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

PhillipCapital (India) Pvt. Ltd.
No1. , 18th floor, Urmi Estate,
95, Ganpatrao Kadam Marg,
Lower Parel (West), Mumbai - 400013

Date: _____

Dear Sir(s)

Sub: Running Account Authorisation

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

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

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

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

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

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

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

Client Signature:  _____

Client Name: _____

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

Date:

To,
PhillipCapital (India) P. Ltd.

Sub: Request for sending Contract Notes, Account Statements /Documents etc. on my Email ID

This is with reference to the Other Terms and conditions and documents duly executed as client with PhillipCapital (India) Pvt. Ltd. (hereinafter referred to as "PCIPL").

I/We am/are aware that Contract Note, Bills, Ledgers, Transaction statement, reports, letter, circulars, etc. can be received through electronic mode i.e. Email. In this regards I/We hereby undertake & confirm for the following :

1. To receive Contract Note, Bills, Ledgers, Transaction statement, report, letter, circulars, etc. in electronic form at email id provided by me/us to PCIPL in relation to trades / transaction done on the exchanges through PCIPL.
2. To complete the necessary formalities that are required under the provisions of the Information technology Act, 2000 for getting the above facility. I/We shall initially download the specified software (signature verifier utility) or any other software as may be advised by PCIPL from time to time on our computer and the same shall be used for receiving, viewing, storing the Contract Note, Bills, Ledgers, Transaction statement, reports, letters, circulars, etc that shall be sent by the PCIPL from time to time in respect of the trades/ transactions that have been executed by me/us through PCIPL.
3. Contract Note, Bills, Ledgers, Transaction statement, report, letter, circulars, etc sent by PCIPL from time to time to my/our email id shall be deemed to have been delivered to me and it shall be presumed that the same is in order unless any discrepancies are given by me / us in writing to PCIPL within 24 hours of receipt of the same. I/We confirm that non-receipt of bounced mail notification by the member shall amount to delivery of the contract note at the above mentioned e-mail ID.
4. In case of my/our written request for physical Contract Note, Bills, Ledgers, Transaction statement, reports, letters, circulars, etc, I/we shall personally collect or may be sent at address specified in requesting letter (at cost, if any, as applicable).
5. I/We hereby state that the handing over of the said contract note(s) / bill(s) / Ledgers / Confirmation notes or any communication in respect of my /our transactions relating to my /our trading account with PCIPL, at addresses mentioned in my / our request letter shall be treated as due discharge of obligation of the Member under the Rules and Regulations and bye-laws of SEBI and the exchange(s).
6. Contract notes, bills, ledgers, transaction statement may also be kept on PCIPL back office website which can be downloaded by me/us through the login id and password provided by PCIPL to me / us.
7. The above service may require to, use password /digital signature and I/We will be responsible for confidentiality and proper use at all time of password/ digital signature for all transactions initialed through the service.

Yours faithfully,

Name: _____ Signature :  _____

Electronic Contract Note [ECN] — DECLARATION
(VOLUNTARY)

To,
PhillipCapital (India) Pvt. Ltd.

Dear Sir,
I / We, _____ a client with Member i.e. PhillipCapital (India)
Pvt. Ltd. undertake as follows:

I / We am / are aware that the Member has to provide physical contract note in respect of all the trades placed by me / us unless I myself want the same in the electronic form.

I / We am / are aware that the Member has to provide electronic contract notes for my / our convenience on my / our request only.

Though the Member is required to deliver physical contract notes, I / We find that it is inconvenient for me / us to receive physical contract notes. Therefore, I / We am / are voluntarily requesting for delivery of electronic contract notes pertaining to all the trades carried out / ordered by me / us.

I / We have access to a computer and am / are a regular internet user, having sufficient knowledge of handling the email operations.

My email id is* _____. This has been created by me / us and not by someone else.

I / We am / are aware that this declaration form should be in English or in any other language known to me / us.

I / We am / are aware that non-receipt of bounced mail notification by the member shall amount to delivery of the contract note at the above e-mail ID.


The above declaration and the guidelines on ECN given in this Annexure have been read and understood by me. I am aware of the risk involved in dispensing with the physical contract note, and do hereby take full responsibility for the same.

* (The email id must be written in Own handwriting of the client.)

Client Name : _____ Unique Client Code _____

PAN : _____

Address : _____

Signature of the client: 

Date:

Place:

Verification of the client signature done by,

Name of the designated officer of the Member Signature

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

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

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

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

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


(S)

Signature of client:

TRADING AUTHORISATION

To
PhillipCapital (India) Private Ltd.
Mumbai

Date:

Dear Sir(s)

TRADING AUTHORISATION AND APPOINTMENT OF TRADING AGENT

Authorisation and Appointment

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

AND

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

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

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

Indemnification

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

Authority to trade for other accounts

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

Consent to Commission Sharing and Remittance Authorisation

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

Disclosure of Information

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

Successors

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

Principal liability

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

Yours faithfully

Name: _____ Signature:  _____

Acceptance by Trading Agent

I/We, _____ ("the Trading Agent") Passport

Number/ PAN No. _____ hereby accept my/our appointment

and the terms thereof as set out above.

Signature: _____

Date _____

SELF CERTIFICATION FOR INDIVIDUAL ACCOUNTS FOR FATCA / CRS

(Mandatory for each Account Holder)

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

Name of Account Holder :	
Country of Birth	
Country / ies of Citizenship	
US person	Yes <input type="checkbox"/> No <input type="checkbox"/>

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

If yes, please indicate all countries in which you are resident for tax purposes and the associated Tax ID Number below.

Name of Country	Tax Identification Number / Other Equivalent Number	Identification Type

Declaration:

1. I understand that PCIPL is relying on this information for the purpose of determining my status in compliance with FATCA/CRS. PCIPL is not able to offer any tax advice on CRS or FATCA or its impact on me. I shall seek advice from professional tax advisor for any tax questions.
2. I agree to submit a new form within 30 days if any information or certification on this form becomes incorrect.
3. I agree that as may be required by domestic regulators/tax authorities, PCIPL may also be required to report, reportable details to the concerned entities/authorities to whom FATCA/CRS norms are applicable or close or suspend my account.
4. I certify that I will provide the information on this form and to the best of my knowledge and belief the certification is true, correct, and complete including the taxpayer identification number.

Client's Signature	 (S)
Date	

CONFIRMATION FOR A POLITICALLY EXPOSED PERSON AND ITS RELATED PERSONS

Are you

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

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

Yes ☐ No ☐

If Yes,

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

Yes ☐ No ☐

If Yes, provide the details. _____

Provide the Source of Fund and wealth

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

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

Thanking you.

Yours truly,



⑤

(Client Name & Signature)

Date: _____

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

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

Sub: Acknowledgement of receipt of KYC documents

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

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

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



(S)

Signature of the Client

NSDL

DEMAT ACCOUNT

CLIENT REGISTRATION APPLICATION FORM

(FOR INDIVIDUAL)

PHILLIPCAPITAL (INDIA) PVT. LTD.

18th floor, Urmi Estat, Ganpatrao Kadam Marg,

Lower Parel (West), Mumbai – 400013

ADDITIONAL KYC FORM FOR OPENING A DEMAT ACCOUNT

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

(To be filled by the applicant in CAPITAL LETTERS only)

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

A.Details of Account Holder

Account Holder	Sole/First Holder	Second Holder	Third Holder
Name			
PAN			
Occupation	(please tick(✓) any one and give brief details)		
	<input type="checkbox"/> Private Sector <input type="checkbox"/> Agriculturist <input type="checkbox"/> Public Sector <input type="checkbox"/> Retired <input type="checkbox"/> Government service <input type="checkbox"/> Housewife <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Professional <input type="checkbox"/> Others (Please specify ____)	<input type="checkbox"/> Private Sector <input type="checkbox"/> Agriculturist <input type="checkbox"/> Public Sector <input type="checkbox"/> Retired <input type="checkbox"/> Government service <input type="checkbox"/> Housewife <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Professional <input type="checkbox"/> Others (Please specify ____)	<input type="checkbox"/> Private Sector <input type="checkbox"/> Agriculturist <input type="checkbox"/> Public Sector <input type="checkbox"/> Retired <input type="checkbox"/> Government service <input type="checkbox"/> Housewife <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Professional <input type="checkbox"/> Others (Please specify ____)
Brief details (as ticked above)			

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

Name: _____ PAN _____

C. Type of Account

<input type="checkbox"/> Ordinary Resident	<input type="checkbox"/> NRI – Repatriable	<input type="checkbox"/> NRI – Non Repatriable	<input type="checkbox"/> Qualified Foreign Investor
<input type="checkbox"/> Foreign National	<input type="checkbox"/> Promoter	<input type="checkbox"/> Margin	<input type="checkbox"/> Others(specify) _____

D.Gross Annual Income details (Please tick (✓) Income range per annum (please tick (✓) any one)

☐ Below Rs. 1 lac ☐ Rs. 1 - 5 lac ☐ Rs. 5 -10 lac ☐ Rs.10 - 25 lac ☐ More than Rs. 25 lac

E.Incase of NRIs/Foreign Nationals

RBI Approval reference number _____

RBI approval date: _____

F. BANK DETAILS

Bank Name	<input type="checkbox"/> Savings Account	<input type="checkbox"/> Current Account	<input type="checkbox"/> Others (Please specify) _____
Bank Account number			
Bank name			
Full Branch address with city, state, country and pin code			
City _____	Pincode _____		
State _____	Country _____		
MICR Number (9 digit)			
IFSC code (11 character)			

G. Please tick (✓), if applicable ☐ Politically exposed person (PEP) ☐ Related to a Politically exposed person (PEP)

H. Standing Instructions

1. I/We authorize you to receive credits automatically into my/our account.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Account to be operated through Power of Attorney (POA)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. SMS Alert Facility [(Mandatory, if you are giving Power of Attorney (POA)]. Ensure that the mobile number is provided in the KYC application form		
Sole/First Holder	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Second Holder	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Third Holder	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4. Mode of receiving Statement of Account (Tick (✓) any one) : <input type="checkbox"/> Physical form <input type="checkbox"/> Electronic form (read note 3 and ensure that email ID is provided in KYC application form)		
5. Whether you wish to receive Rights and Obligations of beneficial owner and depository participant as prescribed by SEBI and depositories in: Physical mode <input type="checkbox"/> Electronic mode <input type="checkbox"/>		
6. I/we would like to receive Annual report : <input type="checkbox"/> Physical <input type="checkbox"/> Electronic <input type="checkbox"/> Both Physical and Electronic.		

I. Guardian Details (where sole holder is minor) (For account of a minor, two KYC application forms must be filled i.e. one for the guardian and another for the minor (to be signed by guardian)).


Guardian's Name		PAN -
Relationship of guardian with minor		

J. Nomination Option

- ☐ I/We wish to make a nomination (Details are provided at Form 10).
- ☐ I/We do not wish to make a nomination (Strike off the nomination details below)

DECLARATION

The rules and regulations of the Depository and Depository Participants pertaining to an account which are in force now have been read by me/us and I/we have understood the same and I/we agree to abide by and be bound by the rules as are in force from time to time for such accounts. I / We hereby declare that the details furnished above are changes therein, immediately. In case of any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it. In case non resident account, I/we also declare that I/we have complied and will continue to comply with FEMA regulations. I/we acknowledge the receipt of copy of the document, "Rights and Obligations of the Beneficial Owner and Depository Participant".

	Name of Holder(s)	Signature(s) of Holder
First/Sole Holder or Guardian (in case sole holder is Minor)		
Second Holder		
Third Holder		

Notes:

- All communication shall be sent at the address of the Sole/First holder only.
- Thumb impressions and signatures other than English or Hindi or any of the other language not contained in the 8th Schedule of the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate
- For receiving Statement of Account in electronic form:
 - Client must ensure the confidentiality of the password of the email account
 - Client must promptly inform the Participant if the email address has changed
 - Client may opt to terminate this facility by giving 10 days prior notice. Similarly, Participant may also terminate this facility by giving 10 days prior notice.
- Strike off whichever is not applicable

Acknowledgement Participant Name, Address & DP ID

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

Date:

Participant Stamp & Signature

Notes:

1. The nomination can be made only by individuals holding beneficiary owner accounts on their own behalf singly or jointly. Non -individuals including society, trust, body corporate and partnership firm, karta of Hindu Undivided Family, holder of power of attorney cannot nominate. If the account is held jointly, all joint holders will sign the nomination form.
2. A minor can be nominated. In that event, the name and address of the Guardian of the minor nominee shall be provided by the beneficial owner.
3. The Nominee(s) shall not be a trust, society, body corporate, partnership firm, karta of Hindu Undivided Family or a power of Attorney holder. A non-resident Indian can be a Nominee, subject to the exchange controls in force, from time to time.
4. Nomination in respect of the beneficiary owner account stands rescinded upon closure of the beneficiary owner account. Similarly, the nomination in respect of the securities shall stand terminated upon transfer of the securities.
5. Transfer of securities in favour of a Nominee (s) shall be valid discharge by the depository and the Participant against the legal heir.
6. The cancellation of nomination can be made by individuals only holding beneficiary owner accounts on their own behalf singly or jointly by the same persons who made the original nomination. Non-individuals including society, trust, body corporate and partnership firm, karta of Hindu Undivided Family, holder of power of attorney cannot cancel the nomination. If the beneficiary owner account is held jointly, all joint holders will sign the cancellation form.
7. On cancellation of the nomination, the nomination shall stand rescinded and the depository shall not be under any obligation to transfer the securities in favour of the Nominee(s).
8. Nomination can be made upto three nominees in a demat account. In case of multiple nominees, the Client must specify the percentage of share for each nominee that shall total upto hundred percent. In the event of the beneficiary owner not indicating any percentage of allocation/share for each of the nominees, the default option shall be to settle the claims equally amongst all the nominees.
9. On request of Substitution of existing nominees by the beneficial owner, the earlier nomination shall stand rescinded. Hence, details of nominees as mentioned in the FORM 10 at the time of substitution will be considered. Therefore, please mention the complete details of all the nominees.
10. Copy of any proof of identity must be accompanied by original for verification or duly attested by any entity authorized for attesting the documents, as provided in Annexure D.
11. Savings bank account details shall only be considered if the account is maintained with the same participant.
12. DP ID and client ID shall be provided where demat details is required to be provided

PhillipCapital (India) Pvt. Ltd.

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

Email : dpoperations@phillipcapital.in

Tel.: 91 (22) 24831919 Fax: 91 (22) 24942057

S1205P-NSDL

A/c Opening	NIL
Account Maintenance upfront	Rs.400/- (+GST)
Documentation charges	NIL
Upfront collection against DP Transaction charges	NIL
Total Upfront Payment inclusive GST	Rs.472/
Market Purchase	NIL
Market Sale	0.02%(min Rs.12/) + NSDL Charges
Off Market Purchase	NIL
Off Market Sale	0.04% (min Rs.20/) + NSDL Charges
Demat Charges	Rs. 200/ per cert
Demat Postage	Rs 300/ Per request
Remat	Rs 10/ + NSDL Charges
Pledge Creation	0.01% (Min Rs 50/) + NSDL Charges
Pledge Confirmation	Rs 25/
Pledge Closure	Rs 50/
Confirmation of Pledge closure	Rs 25/
Pledge invocation	Rs 25/
Extra Statement Charge	NIL
Inter Depository Delivery Charges	0.04%(min Rs.20/) + NSDL Charges
Inter Depository Receipt Charges	NIL

Notes:

- 1) All the % in the above tariff would be computed on the value of transaction as computed by NSDL
- 2) These rates are subject to revision by PhillipCapital (I) Pvt. Ltd. and NSDL from time to time
- 3) NSDL charges Rs.500/ as AMC for Corporate Account and the same shall be charged to client.
- 4) All statutory charges levied by SEBI, NSDL/CDSL or any other regulatory authority with respect to client demat account shall be debited to client ledger account.
- 5) Late/Same day Instructions are accepted at client's risk.
- 6) Cheque bouncing charge at Rs 561/ per instance shall be levied
- 7) Stamp Papers/POA charges used if any will be charged extra at actual.
- 8) Rs.15/ will be charged on all failed and rejected transactions
- 9) Rs.15/ will be charged on all failed and rejected pledge transactions
- 10) Tax as applicable would be levied
- 11) NSDL charges Rs 4.50/ for sale transaction and Rs 25/ for pledge creation.
- 12) Clients will be sent transaction statements every monthly provided there is a transaction.
- 13) Transaction statement charges (applicable for client opting for Hard copy statements) Rs. 35/ .
- 14) The scheme once selected will be valid for a period of one year and will be automatically renewed at the end of the year unless a written communication in the prescribed format is received from the client.
- 15) I / We agree to pay the charges as set out herein above subject to any change therein from time to time and specifically authorize you to debit all types of dues / charges as set out herein above to my / our Trading ledger bearing client code _____ in NSE and / or BSE.
- 16) Three years upfront Annual Maintenance charges (AMC) shall be levied in case of holding in suspended scrip(s) in Demat account at the time of receipt of account closure/ stock transfer request.

I/We accept the above Scheme No.



⑤

Signature 1st holder

⑤

Signature 2nd Holder

⑤

Signature 3rd Holder

Date:

To,

PhillipCapital (India) Pvt. Ltd.
No. 1, 18th Floor, Urmi Estate,
95, Ganpatrao Kadam Marg, Lower Parel (West),
Mumbai - 400013 Maharashtra, India.

Dear Sir/Madam,

Subject: Maintenance of Regular Demat Account

Demat Account No. _____

I/we wish to maintain a regular demat account and avail the facility of a regular demat account and not a Basic Services Demat Account (BSDA) for which I/we have submitted my account opening form along with supporting document (s).

Kindly do the needful.

Thanking you,



(S) _____

Signature of the 1st Holder

(S) _____

Signature of the 2nd Holder

(S) _____

Signature of the 3rd Holder


(In case of Demat account having Joint holders; all holders have to sign compulsorily)

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

Dear Sir/Madam,

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

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

	Signature
First Holder	 (S)
Second Holder	(S)
Third Holder	(S)

UNDERTAKING FOR DEALING IN MUTUAL FUND UNITS ON BSE StAR/ NSE MFSS

Date:


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

I/We am/are at my/our own free will and consent wish to invest in mutual fund units offered by BSE StAR and/or NSE MFSS platform through PhillipCapital. For the purpose of availing this mutual fund facility offered by BSE StAR and/or NSE MFSS, I/we state that Know Your Client details as submitted by me/us for the stock broking may be considered and I/we confirm that the details contained in same remain unchanged as on date.

I/we hereby undertake and declare that:

1. I/we have carefully read all the relevant Scheme Offer Documents, Key Information Memorandum and addendums and understood the risks involved in investing in Mutual Fund schemes and I/we shall be wholly and solely responsible for all my/our investment decisions and instructions.
2. I/we shall be bound by circulars issued by SEBI, BSE, NSE and Rules, Bye-laws, Regulations and circulars issued thereunder and relevant notifications of Government authorities as may be in force from time to time.
3. I/we shall ensure continuous compliance with the requirements of SEBI, BSE, NSE, AMFI, and RTA prescribed from time to time.
4. I/we understand that I/we will not hold PhillipCapital liable in any manner whatsoever for delay in processing time at the Asset Management Company's (AMC) or Registrar and Transfer Agent's (RTA) end.
5. I/we will not hold PhillipCapital liable in any manner whatsoever for any loss or damage caused by reason of failure or delay of the AMC/RTA/Depository to deliver any units purchased even though payment has been made for the same or failure or delay in making payment in respect of any units sold though they may have been delivered.
6. I/we will not hold PhillipCapital liable in any manner whatsoever for non - receipt / delay in / incorrect receipt of fund or refund from the AMC/RTA.
7. I/we understand that PhillipCapital is acting as my/our agent and cannot be held liable for transactions executed on the Exchange platform. In case PhillipCapital does not receive payout of funds / mutual fund units etc from the Exchange / Clearing Corporation /Clearing House/Depository/Counterparty/AMC/RTA etc, then PhillipCapital is not liable to give such payout to me/us and PhillipCapital shall not be liable in whatsoever manner and I/we cannot and will not claim the same from PhillipCapital. In case part payout is received from the Exchange / Clearing Corporation /Clearing House/Depository/ Counterparty/AMC/RTA etc then I/we shall also get part payout and I/we cannot and will not claim the balance payout from PhillipCapital. In case of fraud/violation/non-compliance of any type by any entity ie. entities involved in clearing and settlement other than PhillipCapital in the process of transactions, clearing and settlement PhillipCapital cannot and will not be held liable in whatsoever manner and I/we cannot and will not file any claim(s) of whatsoever nature against PhillipCapital in this regard.
8. Incase where pay-out of funds/mutual fund units etc is given by PhillipCapital to me/us and Exchange / Clearing Corporation /Clearing House/Depository/ Counterparty takes back such pay-out, then PhillipCapital has the right to take back the same from me/us and I/we will be liable to pay the same to PhillipCapital.
9. I/we understand and agree that there is no guarantee / assurance as to returns or profits or capital protection or appreciation in securities markets. I/we further understand and agree that mutual fund investments are subject to market risks and there is no guarantee that the investment objective of the scheme will be achieved.

Name of the client:

Signature of the client: 

Demat Debit and Pledge Instruction (DDPI)
(Voluntary)

To
PhillipCapital (India) Pvt. Ltd
Lower Parel West,
Mumbai - 400013,
SEBI Reg. No.: INZ000169632

Ref: UCC/Client Code BO ID/Client ID.....

1. I/we hereby give my/our explicit consent to execute Demat Debit and Pledge Instruction (DDPI) in favour of my/our Stock Broker PhillipCapital (India) Pvt. Ltd. towards my demat accounts detail mentioned above for the purpose as specified in Annexure-A hereunder across all existing and future segments opted by me/us.
2. I/we understand that this instruction can be revoked by me/us at any time by intimating the same in writing to the PhillipCapital (India) Pvt. Ltd.
3. I/we hereby agree at all times to approve appropiate, ratify, confirm and indemnify and keep indemnified the PhillipCapital (India) Pvt. Ltd. for all acts which PhillipCapital (India) Pvt. Ltd. and/or its employees, directors or agents shall lawfully do by virtue of this instruction.

Annexure - A


S. No.	Purpose	Signature of Client
1	Transfer of securities held in the beneficial owner accounts of the client towards Stock Exchange related deliveries / settlement obligations arising out of trades executed by clients on the Stock Exchange through the same stock broker	
2	Pledging / re-pledging of securities in favour of trading member (TM) / clearing member (CM) for the purpose of meeting margin requirements of the clients in connection with the trades executed by the clients on the Stock Exchange.	

List of demat account of stock broker:

(1) 10000306 (2) 10000410 (3) 10409691 (4) 10555353 (5) 10579995 (6) 10580112
(7) 10580129 (8) 10580872 (9) 1203790000000049 (10) 1203790000047299 (11) 1203790000101632
(12) 1203790000000034 (13) 1203790000000015 (14) 1203790000047305 (15) 1203790000047324
(16) 1203790000185403 (17) 1203790000185266 (18) 1203790000185270 (19) 1203790000185285

Annexure B – Declaration Form for opting out of nomination

Mandatory Nomination for eligible Trading and Demat accounts

Date	D	D	M	M	Y	Y	Y	Y
UCC/DP ID	I	N						
Client ID (Only for Demat account)								
Sole/First Holder Name								
Second Holder Name								
Third Holder Name								
I / We hereby confirm that I / We do not wish to appoint any nominee(s) in my / our trading / demat account and understand the issues involved in non-appointment of nominee(s) and further are aware that in case of death of all the account holder(s), my / our legal heirs would need to submit all the requisite documents / information for claiming of assets held in my / our trading / demat account, which may also include documents issued by Court or other such competent authority, based on the value of assets held in the trading / demat account.								
Name and Signature of Holder(s)								
<div style="display: flex; justify-content: space-between; align-items: flex-end; padding-top: 50px;"><div style="text-align: center;"> 1._____</div><div style="text-align: center;">2._____</div><div style="text-align: center;">3._____</div></div>								